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Vol. IV

TRANSCRIPT OF RECORD

(Pages 1589 to 2330)

Supreme Court of the United States

OCTOBER TERM, 1952

No. 53

AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, PETITIONER,

vs.

NATIONAL LABOR RELATIONS BOARD

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED MAY 6, 1952
CERTIORARI GRANTED OCTOBER 13, 1952

INDEX.

PAGE

Hearing Before N.L.R.B., Case No. 9-CB-5—
- Appearances 361
- Exhibits Offered for Identification 362
- Arguments re motions 363
- Statement by Mr. Rhetts 364
- Statement by Mr. Hanson 364
- Motion by Mr. Sinsheimer 365
- Motion and Remarks by Mr. Van Arkel 366

Appearance of Andrew C. Hamilton, attorney for Chicago Newspaper Publishers Association—
- Statement by Mr. Hamilton 612
- Statement by Mr. Sinsheimer 613
- Stipulation by Mr. Van Arkel re Local 16 617

Colloquy 593, 612, 618, 721, 833, 1289

Statement by Mr. Sinsheimer 1197

Introduction by Stipulation of Documents, etc. by Mr. Sinsheimer 1201

Stipulation re correction of Transcript of Testimony of Woodruff Randolph 1582

Argument Re Exhibits 1583

Statement by Mr. Van Arkel re Agreements 1587

WITNESSES.

On Behalf of N.L.R.B.:

George N. Dale—
- Examination by Trial Examiner Leff 373
- Direct Examination by Mr. Sinsheimer 373
- Cross Examination by Mr. Van Arkel 395
- Redirect Examination by Mr. Sinsheimer 436
- Recross Examination by Mr. Arnold 443

Reese J. Highfield—
- Direct Examination by Mr. Sinsheimer 445
- Cross Examination by Mr. Van Arkel 458
- Redirect Examination by Mr. Sinsheimer 468

PAGE

John F. O'Keefe—
Examination by Trial Examiner Leff 469
Direct Examination by Mr. Sinsheimer 469
Direct Examination (continued) by Mr. Sinsheimer 546
Cross Examination by Mr. Van Arkel 588
Cross Examination (continued) by Mr. Van Arkel 621
Redirect Examination by Mr. Sinsheimer 634

Recalled—
Direct Examination by Mr. Sinsheimer 725

In Rebuttal—
Direct Examination by Mr. Sinsheimer 834
Examination by Trial Examiner Leff 836
Cross Examination by Mr. Van Arkel 838

Harold Grumhaus—
Examination by Trial Examiner Leff 637
Direct Examination by Mr. Sinsheimer 637
Cross Examination by Mr. Van Arkel 661
Redirect Examination by Mr. Sinsheimer 666

Worth Coutney—
Examination by Trial Examiner Leff 667
Direct Examination by Mr. Sinsheimer 667
Cross Examination by Mr. Van Arkel 686
Redirect Examination by Mr. Sinsheimer 699
Recross Examination by Mr. Van Arkel 701

In Rebuttal—
Examination by Trial Examiner Leff 839
Cross Examination by Mr. Van Arkel 840
Redirect Examination by Mr. Van Allen 841
Recross Examination by Mr. Van Arkel 841

James A. Griffin, Jr.—
Examination by Trial Examiner Leff 702
Direct Examination by Mr. Sinsheimer 702

T. E. Woodard—
Examination by Trial Examiner Leff 704
Direct Examination by Mr. Sinsheimer 704
Cross Examination by Mr. Van Arkel 719

PAGE

Eugene Frederick Kelly—
Examination by Trial Examiner Leff 844
Direct Examination by Mr. Sinsheimer 844
Cross Examination by Mr. Van Arkel 870

William J. Harrigan—
Examination by Trial Examiner Leff 896
Direct Examination by Mr. Sinsheimer 896

Resumed—
Direct Examination (continued) by Mr. Sinsheimer 904
Cross Examination by Mr. Van Arkel 917
Redirect Examination by Mr. Sinsheimer 935

Recalled—
Direct Examination by Mr. Sinsheimer 983

Franklin Dunn Schurz—
Examination by Trial Examiner Leff 936
Direct Examination by Mr. Sinsehimer 936
Cross Examination by Mr. Van Arkel 947

Norman Applegarth—
Examination by Trial Examiner Leff 983
Direct Examination by Mr. Sinsheimer 984
Cross Examination by Mr. Van Arkel 1026

William Mills—
Direct Examination by Mr. Martin 1055
Cross Examination 1057

E. R. Hatton—
Examination by Trial Examiner Leff 1059
Direct Examination by Mr. Martin 1059
Recross Examination by Mr. Van Arkel 1059

Clayton G. Underhill—
Examination by Trial Examiner Leff 1086
Direct Examination by Mr. Sinsheimer 1086
Cross Examination 1120

Frank J. Clancy—
Examination by Trial Examiner Leff 1124
Direct Examination by Mr. Sinsheimer 1124
Cross Examination by Mr. Van Arkel 1132
Redirect Examination by Mr. Sinsheimer 1133
Recross Examination by Mr. Van Arkel 1134

PAGE

Joseph J. Casey—
Examination by Trial Examiner Leff 1140
Direct Examination by Mr. Martin 1140
Cross Examination by Mr. Van Arkel 1185
Redirect Examination by Mr. Martin 1189
Recross Examination by Mr. Van Arkel 1190

William Mapel—
Examination by Trial Examiner Leff 1436
Direct Examination by Mr. Sinsheimer 1436
Cross Examination by Mr. Van Arkel 1501
Redirect Examination by Mr. Sinsheimer 1516

Recalled—
Direct Examination by Mr. Martin 1557

Charles C. Lane—
Examination by Trial Examiner Leff 1524
Direct Examination by Mr. Sinsheimer 1524
Cross Examination by Mr. Van Arkel 1531

Frederick Neal Murphy—
Direct Examination by Mr. Martin 1532
Cross Examination by Mr. Van Arkel 1550
Redirect Examination by Mr. Martin 1556

Cortland J. Strang—
Direct Examination by Mr. Martin 1559
Cross Examination by Mr. Van Arkel 1569

On Behalf of Respondents:

Edward Francis Fanning—
Examination by Trial Examiner Leff 729
Direct Examination by Mr. Van Arkel 730

John P. Pilch—
Examination by Trial Examiner Leff 735
Direct Examination by Mr. Van Arkel 735
Cross Examination by Mr. Sinsheimer 751
Redirect Examination by Mr. Van Arkel 753

Recalled—
Direct Examination by Mr. Van Arkel 973

Joe Rhoden—
Examination by Trial Examiner Leff 754
Direct Examination by Mr. Van Arkel 754

PAGE

Cross Examination by Mr. Sinsheimer 805
Examination by Mr. Diamond 829
Examination by Mr. Van Allen 830

Mearle M. Morrison—
Examination by Trial Examiner Leff 880
Direct Examination by Mr. Van Arkel 880
Cross Examination by Mr. Sinsheimer 890
Redirect Examination by Mr. Van Arkel 894
Recross Examination by Mr. Sinsheimer 895

Recalled—
Direct Examination (continued) by Mr. Van Arkel 903

James Cecil Rhodes—
Direct Examination by Mr. Van Arkel 953

Max Burns—
Direct Examination by Mr. Van Arkel 1060
Examination by Trial Examiner Leff 1061
Redirect Examination by Mr. Van Arkel 1072

Clifford G. Sparkman—
Direct Examination by Mr. Van Arkel 1073
Cross Examination by Mr. Sinsheimer 1082

Carl N. Flavin—
Examination by Trial Examiner Leff 1134
Direct Examination by Mr. Van Arkel 1134
Cross Examination 1138
Redirect Examination by Mr. Van Arkel 1139

On Behalf of the Union:

John J. Stack—
Direct Examination by Mr. Van Arkel 1192
Cross Examination by Mr. Martin 1194

Woodruff Randolph—
Examination by Trial Examiner Leff 1214
Direct Examination by Mr. Van Arkel 1214
Cross Examination by Mr. Sinsheimer 1242

Resumed—
Cross Examination (Resumed) by Mr. Hanson 1326
Redirect Examination by Mr. Van Arkel 1352

PAGE

Recross Examination by Mr. Sinsheimer 1360
Redirect Examination by Mr. Van Arkel 1365
Cross Examination 1382
Recross Examination 1435

Gerhard P. Van Arkel—
(Adverse)—
Direct Examination by Mr. Sinsheimer 1287
Cross Examination by Mr. Kaiser 1288

EXHIBITS.

General Counsel's Exhibit 1-G—
Motion, December 9, 1947, to Amend Complaint in Case No. 9-CB-5 1589

General Counsel's Exhibit 1-M—
Motion, December 16, 1947, to Amend Complaint in Case No. 9-CB-5 1591

General Counsel's Exhibit 1-W—
Notice, March 25, 1948, re testimony on resumption of hearings in Case No. 9-CB-5 1592

General Counsel's Exhibit 1-U—
Motion, January 7, 1948, to Further Amend Complaint in Case No. 9-CB-5 1593

General Counsel's Exhibit A1-D—
Motion, to Amend Complaint in Case No. 13-CB-6 1594

General Counsel's Exhibit 2-B—
Amended Certificate of Incorporation of American Newspaper Publishers Association, Incorporated, Dated May 1915 1596

Affidavits to Amended Certificate of Incorporation 1598

Appendix to Exhibit 2-B—
Books of Laws of the International Typographical Union, effective January 1st, 1947 1602

PAGE

Constitution, By-Laws and Convention Laws of the International Typographical Union and the Union Printers Home, together with Joint Agreement, etc. 1603
Constitution 1603
Charter 1604
By-Laws 1622
General Laws 1693
Resolutions 1713
Burial Service 1717
Convention Laws 1723
The Union Printers Home 1730
Constitution 1733
By-Laws 1735
Resolutions 1753

Agreement re Ownership of Allied Printing Trades Union Label 1755

General Counsel's Exhibit—
4 (Letter) 1763
4-A (Letter, September 10, 1947) 1766
5-A 1770
5-B 1776
5-C 1779
5-D 1784
7-A 1785
7-B 1787
7-C 1793
7-D 1795
7-E 1799
7-F 1804
7-F-A 1822
7-G 1826
7-H 1846
7-J 1850
7-K 1858
7-L 1888
7-M 2012
7-N-1 2021
7-N-2 2023

	PAGE
7-N-3	2024
7-N-4	2025
7-N-5	2026
7-N-6	2027
7-N-7	2028
7-N-8	2029
7-N-9	2030
7-N-10	2031
7-N-11	2032
7-N-12	2033
7-N-13	2034
7-N-14	2035
7-N-15	2036
7-N-16	2038
7-N-17	2039
7-N-18	2040
7-N-19	2041
7-N-20	2042
7-N-21	2043
7-N-22	2044
7-N-23	2045
7-O	2046
7-P	2057
7-Q	2058
7-R	2068
7-S	2071
7-T	2074
8	2077
9-F	2078
10-A	2103
10-B	2104
10-C	2105
10-D	2106
10-E Photostats	2109
10-F	2125
10-H	2126
10-I	2129
10-J	2130
10-K	2131
10-L	2132

	PAGE
10-M	2134
10-N	2154
10-O	2155
10-P	2156
10-CC	2160
10-DD	2161
10-EE	2162
10-FF	2165
10-GG	2167
10-HH	2171
10-II	2171
10-JJ	2174
10-MM	2176
10-OO	2177
10-PP	2179
10-QQ	2181
10-RR	2182
11-A—Photostats	2184
11-B	2185
11-C	2186
11-D	2191
16	2193
17-A	2194
18-G	2196
19	2199
20	2208
21-A	2210
21-B	2215
22	2217
23	2219
24	2229
24-A	2230
24-B	2231
24-C	2237
24-D	2239
24-E	2241
24-F	2243
25	2247
26	2254
30	2255

PAGE

31 2256
32 2257
33 2259
34 2261
34-A 2270
34-B 2271
34-C 2272
34-D 2275
34-E 2276
36-A 2277
36-B 2278
36-C 2279
36-D 2280
36-E 2281
36-F 2282
36-G 2283
36-H 2291
36-I—Photostats 2292
36-K 2303
36-L 2305
36-M 2307
36-R—Photostats 2310
36-S—Photostats 2320
36-T 2331
37-A 2332
37-B 2334
37-C 2336
47-A 2338
48-A 2339
50 2340
51 2340
52 2350
53-A 2351
53-B 2353
54 2355
55 2356
58 2372
59 2373
61 2374
63 2375

	PAGE
65	2376
66	2390
70-A	2393
70-B	2394
70-C	2395
71-A	2396
71-B	2397
72-A	2399
72-B	2401
72-C	2403
72-D	2405
73-A	2408
73-B	2409
73-C	2410
73-D	2411
73-E	2412
73-F	2413
74-A	2414
74-B	2415
75-B	2419
75-C	2426
76-A	2510
76-B	2514
76-C	2515
76-D	2516
76-E	2519
77-47	2527
77-48	2528
77-49	2529
77-50	2530
77-51a	2531
77-51b	2538
77-53a	2539
77-55	2540
80-A	2542
80-B	2564
80-C	2602
80-D	2621
81-B	2712
81-c	2713

PAGE

83 2714
85 2722
86 2734
87 2735
88 2736
90-A 2737
90-B 2738
91 2744
92 2745
93 2812
94 2815
95 2816
96 2823
97 2827
99 2828
100 2855
101 2857
102 2859
103 2864
104 2867
105 2882
106 2885
107 2891
108 2918
109 2919
110 2920
111a 2934
111b 2935
111c 2936
111d 2937
112 2938

Respondents' Exhibit—

3 2941
4 2952
5J 2953
5K 2956
5M 2961
5-N 2968
10A 2972

PAGE

11A 2978
11B 2979
11C 2981
18A 2982
18-B 3001
19A 3004
19-B 3029
19-C 3034
19-D 3037
19-F 3039
19-G 3042
19-H 3043

Inland Daily Press Association Ex. 1 3043

Inland Daily Press Association Ex. 3 3044

Southern Newspaper Publishers Assoc. Ex. 1 3050

Certificate of Service 3052

Proceedings in U.S.C.A. for the Seventh Circuit 3053
Opinion, Swaim, J. 3053
Decree 3095
Clerk's certificate (omitted in printing) 3095
Order allowing certiorari 3096

GENERAL COUNSEL'S EXHIBIT 1-G

UNITED STATES OF AMERICA
Before the National Labor Relations Board
Ninth Region

In the Matter of INTERNATIONAL TYPOGRAPHICAL UNION, and its Agents, Woodruff Randolph, Larry Taylor, Elmer Brown, and Don Hurd and AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION	Case No. 9-CB-5

MOTION TO AMEND COMPLAINT

The General Counsel of the National Labor Relations Board on behalf of the Board by the Acting Chief Legal Officer of the Ninth Region hereby moves that the Complaint herein be amended as follows:

1) By inserting in Paragraph V thereof, after the word "cause", the following: "and are attempting to cause."

2) By inserting in Paragraph VI thereof after the word "cause", the following: "and are causing or attempting to cause"

3) By amending Paragraph IX to read as follows:
"Respondents and each of them by the acts set forth in Paragraph V above, and by each of said acts, did engage in and are now engaging in unfair labor practices within the meaning of Section 8(b)(2) of the Act."

4) By amending Paragraph X to read as follows:
"Respondents, and each of them, by the acts set forth in Paragraph VI above and by each of said acts, did engage in and are now engaging in unfair labor practices within the meaning of Section 8(b)(6) of the Act."

5) By amending Paragraph XI to read as follows:
"Respondents, and each of them, by the acts set forth in Paragraph VII above and by each of said acts, did engage in and are now engaging in unfair

labor practices within the meaning of Section 8, subsections (b)(1)(B) of the Act."

6) By amending Paragraph XII to read as follows:

"Respondents, by the acts set forth in Paragraphs V and VIII above and by each of said acts, did engage in and are now engaging in unfair labor practices within the meaning of Section 8, subsections (b)(1)(A) of the Act."

7) By amending Paragraph XIV by changing the word "respondent" to read "respondents".

Dated Indianapolis, Indiana,
December 9, 1947

Allen Sinsheimer, Jr.
Allen Sinsheimer, Jr.
Acting Chief Legal Officer

GENERAL COUNSEL'S EXHIBIT 1-M

UNITED STATES OF AMERICA
Before the National Labor Relations Board
Ninth Region

In the Matter of INTERNATIONAL TYPOGRAPHICAL UNION, and its Agents, Woodruff Randolph, Larry Taylor, Elmer Brown, and Don Hurd and AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION	Case No. 9-CB-5

MOTION TO AMEND COMPLAINT

Now Comes the General Counsel on behalf of the National Labor Relations Board by Allen Sinsheimer, Jr., Attorney, and moves to amend the Complaint herein as follows:

1) By substituting in place of sub-paragraph 8 of Paragraph VIII which was previously stricken by the Trial Examiner herein on December 9th, the following:

"By engaging in or causing subordinate local unions of respondent International Typographical Union to engage in "slow downs" involving illegal occupancy of the premises of employers, and to engage in "slow downs" in support of, or as part of, the other unfair labor practices herein alleged."

2) By amending Paragraph VI thereof to add an additional sub-paragraph numbered 4 as follows:

"By engaging in or causing subordinate local unions of respondent International Typographical Union to engage in illegal "slow downs" (more particularly described in sub-paragraph 8 of Paragraph VIII) resulting in payment for services not performed or not to be performed."

Dated at Cincinnati, Ohio, this 16th day of December, 1947.

Allen Sinsheimer, Jr.
Allen Sinsheimer, Jr.
Attorney
National Labor Relations Board

GENERAL COUNSEL'S EXHIBIT 1-W

UNITED STATES OF AMERICA
Before the National Labor Relations Board
Ninth Region

In the Matter of INTERNATIONAL TYPOGRAPHICAL UNION, ET AL and AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION	Case No. 9-CB-5

NOTICE

Please take notice that on resumption of the hearings at Chicago, Illinois, on March 30, 1948, as previously indicated, we expect to offer testimony and evidence as to the Sioux City, Iowa Publishers and the Hammond and South Bend, Indiana Publishers and then Detroit, Michigan. Following this testimony, which we expect to conclude the week of March 29 through April 3, we expect to offer testimony in Buffalo, New York, concerning the Buffalo newspapers commencing Monday, April 5, and in Albany, New York, concerning the Albany newspapers commencing Thursday, April 8.

Subsequent notice will be given concerning any further testimony to be adduced.

Dated at Cincinnati, Ohio, this 25th day of March, 1948.

Allen Sinsheimer, Jr.
Allen Sinsheimer, Jr., Attorney
National Labor Relations Board

GENERAL COUNSEL'S EXHIBIT 1-U

UNITED STATES OF AMERICA
Before the National Labor Relations Board
Ninth Region

In the Matter of INTERNATIONAL TYPOGRAPHICAL UNION, and its Agents Woodruff Randolph, Larry Taylor, Elmer Brown, and Don Hurd and AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION	Case No. 9-CB-5

MOTION TO FURTHER AMEND COMPLAINT

Now comes the General Counsel by Allen Sinsheimer, Jr., Attorney, and moves to further amend the complaint by:

(1) Adding as sub-paragraph 8 to paragraph V therein the following:

Failing or refusing to enter into or agree to any contract or agreement unless the same be terminable upon 60 days notice.

(2) Adding as sub-paragraph 9 to paragraph V therein the following:

Directing, requiring, instructing or causing subordinate unions of respondent International Typographical Union to fail or refuse to enter or agree to any contract or agreement unless the same be terminable upon 60 days notice.

Allen Sinsheimer, Jr.
Allen Sinsheimer, Jr., Attorney
National Labor Relations Board

January 7, 1948

GENERAL COUNSEL'S EXHIBIT A1-D

UNITED STATES OF AMERICA
Before the National Labor Relations Board
Thirteenth Region

In the Matter of Chicago Typographical Union No. 16 and International Typographical Union and Chicago Newspaper Publishers Association on behalf of The Chicago Daily News Inc. Illinois Publishing and Printing Company The Journal of Commerce Publishing Company Sun and Times Co. Tribune Company	Case No. 13-CB-6

MOTION TO AMEND COMPLAINT

The General Counsel of the National Labor Relations Board, on behalf of the Board, by Allen Sinsheimer, Jr., Attorney, hereby moves to amend the Complaint herein as follows:

1. To amend paragraph 2 thereof so that it reads:

Each of the Companies herein, except for the Chicago Journal of Commerce Publishing Company, is and at all times herein referred to has been an Illinois corporation with its principal place of business in Chicago, Illinois. The Chicago Journal of Commerce Publishing Company is a Delaware corporation. Each of the aforesaid Companies is engaged in the publishing of a daily newspaper in Chicago, Illinois, except the Sun and Times Co., which publishes two daily newspapers.

2. By inserting the word "is" between the words "and" and "a" in line 2 of paragraph V. of said Complaint.

3. By striking from paragraph VI. of said Complaint the word "supervisors" at the end of line 5 and substituting in its place the word "persons" between the words "all" and "having".

4. By adding after the word "respondents" in paragraph VII., lines 2 and 3, the words "and each of them" and by adding after the word "respondents" in line 5 of paragraph VII. the words "and each of them".

5. By adding after the word "respondents" in line 1 of paragraph VIII. the words "and each of them" and by adding after the word "respondents" in line 5 of paragraph VIII. the words "and each of them".

6. By striking the period following the word "employees" in subsection (d) of paragraph VIII. and adding the following: "and in support of the unfair labor practices alleged herein."

7. By adding to Paragraph VIII. of said Complaint as sub-section (e) the following: From on or about October 20, 1947 to about November 23, 1947 caused, inspired, permitted or condoned employees of the Companies in said unit to engage in (or their engaging in) a "slowdown" involving unlawful occupancy of the Companies' premises by said employees, and in support of the unfair labor practices alleged herein.

8. By adding after the word "respondents" in line 2 of paragraph IX. the words "and each of them".

9. By adding after the word "respondents" in line 1 of paragraph X. the words "and each of them" and also by adding after the word "respondents" in line 4 the words "and each of them".

10. By adding after the word "respondents" in lines 1 and 2 of paragraph XI. the words "and each of them".

11. By adding after the word "respondents" in line 1 of paragraph XII. the words "and each of them" and also by adding after the word "respondents" in line 6 of paragraph XII. the words "and each of them".

12. By adding after the word "respondents" in line 2 of paragraph XIII., line 1 in paragraph XIV. and line 1 in paragraph XV. the words "and each of them".

Allen Sinsheimer, Jr.
Allen Sinsheimer, Jr., Attorney
National Labor Relations Board

GENERAL COUNSEL'S EXHIBIT 2-B

AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, INCORPORATED.

COPY

AMENDED
CERTIFICATE OF INCORPORATION

Dated, May ..... 1915.
Recorded and filed
N. Y. County Clerk's Office
June 21, 1915
Secy. of State
June 25, 1915
Morris & Plante
Attorneys at Law
27 Pine Street, New York

Whereas at an annual meeting of the American Newspaper Publishers Association, Incorporated, held at the Waldorf Astoria Hotel, in the Borough of Manhattan, City and State of New York, on the 23rd day of April, 1915, the following resolutions were adopted by a majority vote of its members present at such meeting, to wit:

"Resolved that the number of Directors of American Newspaper Publishers Association, Inc., be increased from eleven, the present number, to twelve.

Further Resolved that the Directors and officers of the Association be and they hereby are authorized and directed to sign, acknowledge and file an amended certificate specifying such increase, in accordance with the Membership Corporations Law of the State of New York".

Now Therefore, we the undersigned, being a majority of the Directors of the American Newspaper Publishers Association, Incorporated, pursuant to the foregoing resolution and Section fourteen, Article II of the Membership Corporations Law, do hereby make, sign, acknowledge and file this amended certificate as follows:

First: The name of the proposed corporation is American Newspaper Publishers Association, Incorporated.

Second: The particular objects for which the corporation is to be formed are: to foster the business and business interests of its members; to procure and diffuse among its members accurate and reliable information as to the

standing and character of persons, firms and corporations with whom the members are doing business: to promote a more enlarged and friendly intercourse between its members: to procure uniformity and certainty in the customs and usages of the business conducted by its members to secure freedom from unjust or unlawful exactions: to settle differences between members or between members and others: to protect its members from irresponsible customers: to act in concert in all legal proceedings against debtors, in the administration of their estates, and in settlement with them and to employ counsel to represent the association or its members in connection therewith; and to do all such other and further acts and things relating thereto or otherwise, which may be found necessary or expedient, so far as the same are permitted by the laws of the State of New York to corporations organized under this act.

Third: The territory in which the operations of the corporation will be principally conducted is the Continent of North America.

Fourth: The principal office of the corporation is to be located in the Borough of Manhattan, in the City of New York, but it may have branch offices at other places within and without said State.

Fifth: The number of its directors shall be twelve, who may by the by-laws of the corporation be divided into three classes in such manner and with such terms as is permitted by the laws of the State of New York to corporations organized under this act.

Sixth: The names and places of residence of the present directors are as follows:

Names.	Places of Residence.
Herbert L. Bridgman,	292 Washington Street, Borough of Brooklyn, New York City.
Hilton U. Brown,	Indianapolis, Indiana.
John Stewart Bryan,	Richmond, Virginia.
F. P. Glass,	Montgomery, Alabama.
Jason Rogers,	75 Dey Street, Borough of Manhattan, New York City.
John F. Mackay,	Toronto, Ontario, Canada.
Edward P. Call,	32 Broadway, Borough of Manhattan, New York City.
Hopewell L. Rogers,	Chicago, Illinois.
Charles H. Taylor, Jr.,	Boston, Massachusetts.
Harry Chandler,	Los Angeles, California.
Charles W. Knapp,	St. Louis, Missouri.

Seventh: The date for holding its annual meetings shall be the fourth Thursday in April of each year.

In Witness Whereof we have made, signed, acknowledged and filed this certificate in duplicate this 28th day of May, 1915.

Herbert L. Bridgman
Edward P. Call
Jason Rogers
John Stewart Bryan
Chas. H. Taylor, Jr.
Hopewell L. Rogers

I, M. Harley Platzek, a Justice of the Supreme Court, First Judicial District, do hereby approve of the foregoing amended certificate and of the filing thereof.

Dated, New York City, June 19th, 1915.

M. Harley Platzek
Justice of the Supreme Court of the State of New York.

State of New York, } ss:
County of Kings }

On this 28th day of May, 1915, before me personally came Herbert L. Bridgman to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Paul V. Hoyler
Commissioner of Deeds,
City of New York.
Residing in Kings Co. #51
New York Co. #139
My Commission Expires April 21, 1916.

State of New York, }
County of New York } ss:

On this 28th day of May, 1915, before me personally came Jason Rogers to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Paul V. Hoyler
Commissioner of Deeds,
City of New York.
Residing in Kings Co. #51
New York Co. #139
My Commission Expires April 21, 1916.

State of New York, }
County of New York } ss:

On this 28th day of May, 1915, before me personally came Edward P. Call, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Paul V. Hoyler
Commissioner of Deeds,
City of New York.
Residing in Kings Co. #51
New York Co. #139
My Commission Expires April 21, 1916.

State of New York, }
County of New York } ss:

On the 28th day of May, 1915, before me personally came Edward P. Call, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Paul V. Hoyler
Commissioner of Deeds,
City of New York.
Residing in Kings Co. #51
New York Co. #139
My Commission Expires April 21, 1916.

State of New York, }
County of Kings. } ss:

Herbert L. Bridgman being duly sworn deposes and says: that he is the President of the American Newspaper Publishers Association, Inc. That he is a citizen of the United States and a resident of the State of New York. That he is personally acquainted with the persons named in the foregoing certificate as Directors, and that all of them are newspaper publishers in their respective Cities of their residences, and over the age of twenty-one years. That all of the said Directors are citizens of the United States except John P. Mackay of Toronto, Canada. That no other previous application for the approval of the foregoing amended certificate of incorporation of the American Newspaper Publishers Association, Inc., has been made.

Sworn to before me this 28th day of May, 1915.

Herbert L. Bridgman

Paul V. Hoyler
Commissioner of Deeds,
City of New York.
Residing in Kings Co. #51
New York Co. No. 139
My Commission Expires April 21, 1916.

State of Virginia }
City of Richmond } ss:

On this 4th day of June, 1915, before me personally came John Stewart Bryan to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

R. H. Walker
Notary Public

My Commission will
Expire on October 11th, 1916.

State of Massachusetts }
County of Suffolk } ss:

On this 9th day of June 1915, before me personally came Chas. H. Taylor, Jr. to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Chas. H. Taylor, Jr.

Joseph Greeley
Notary Public
My Commission Expires April 29, 1921.
(Seal)

State of Illinois }
County of Cook } ss:

On this Twelfth (12th) day of June 1915, before me personally came Hopewell L. Rogers to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Hopewell Rogers

Henry C. Latshaw, Notary Public
My Commission Expires January 17, A. D. 1916.
(Seal)

APPENDIX TO EXHIBIT 2-B
BOOK OF
LAWS
of the
INTERNATIONAL
TYPOGRAPHICAL
UNION
EFFECTIVE JANUARY FIRST
1947
PROTECT YOUR MEMBERSHIP
AND BENEFITS

Every member is required to pay dues and assessments for any given month on or before the tenth day of the next succeeding month. (Section 1, article VII, by-laws.) The member who does not comply with this provision of the by-laws is delinquent. Delinquent members may be prevented from working in union offices and are not eligible for any of the benefits of the International Typographical Union, except that the mortuary benefit may be paid where death occurs within the thirty-day period following expiration of a current working card.

A member becomes suspended for non-payment of dues when he is four months in arrears. Suspension does not await or depend upon action by the local union. Suspension is automatic, and results simply from the member's failure to pay dues and assessments as required by law. It occurs on the tenth day of the month in which the member becomes four months in arrears.

Suspended members may be reinstated as provided in sections 12-15, article xvi, by-laws. The suspended member who works at the trade within the jurisdiction of a local union while under suspension is not eligible for reinstatement and can only regain membership by making new application.

A suspended member who reinstates as provided in the by-laws restores his continuous membership as of the date of his last initiation, but he is not elegible to apply for admission to the Union Printers Home or for the old age pension within a period of one year after date of reinstatement; and if death occurs within ninety days after reinstatement, the mortuary benefit can not be paid.

CONSTITUTION
BY-LAWS, GENERAL LAWS AND CONVENTION LAWS
of the
INTERNATIONAL TYPOGRAPHICAL UNION AND THE UNION PRINTERS HOME
Together With
The Joint Agreement Made When Organizing the International Allied Printing Trades Association.

Complied and Published by
Woodruff Randolph, President
and
Don Hurd, Secretary-Treasurer
of the
INTERNATIONAL TYPOGRAPHICAL UNION
Indianapolis, Indiana
1947

CONSTITUTION

Article I.—Jurisdiction

Section 1. This body shall be known as the International Typographical Union of North America. Its jurisdiction shall include all branches of the printing and kindred trades, other than those over which jurisdiction has been conceded by agreement. In it alone is vested power to establish subordinate unions of printers (and all other skilled employes not otherwise herein excepted) mailers and kindred trades, and its mandates must be obeyed at all times and under all circumstances. To the International Typographical Union of North America is reserved the right to fix, regulate and determine all matters pertaining to fellowship in its branches of the printing and kindred trades; while to subordinate unions is conceded the right to make all necessary laws for local government which do not conflict with the laws of the International Union. In cases where allied trades have formed district unions the powers hereinafter specified shall be delegated to said trade district unions. The International Typographical Union reserves the right to re-establish jurisdiction over any branch of the industry when the vital interests of the union are affected. The Executive Council is hereby authorized to take such action when deemed

necessary to the welfare of the International Typographical Union.

Sec. 2. A charter may be issued to eight or more printers, or mailers, in any city or town. Only one English-speaking subordinate union in any distinctive craft shall be chartered in the same place; but a charter may be granted to printers or mailers of, and working in, a foreign tongue, and such printers or mailers may join an English-speaking union in any place where a union in their mother tongue does not exist.

Sec. 3. The distinctive names of the several subordinate branches shall be: Of the printers, typographical union; of the mailers, mailers' union; and of other allied crafts or trades, if such there be, the distinctive name of each branch.

Sec. 4. All charters granted by the International Typographical Union shall be in form as follows:

CHARTER
INTERNATIONAL TYPOGRAPHICAL UNION

To All to Whom These Presents Shall Come:

Know Ye, That the International Typographical Union of North America, established for the purpose of effecting thorough organization of the craft, and composed of subordinate unions and members in different sections of the country, doth, upon proper application and under conditions herein provided, hereby grant unto .....

.....

and to their successors this charter, for the establishment and future maintenance of a subordinate union at

.....

to be known as Union No. ..... of .....

Now, the conditions of this charter are such, That said union forever and under any and all circumstances shall be subordinate to and comply with all the requirements of the constitution, by-laws and general laws or other laws of the International Typographical Union as they may from time to time be altered or amended: That said union shall for all time, be guided and controlled by all acts and decisions of the International Typographical Union as they may from time to time be enacted: That should the subordinate union above chartered take advantage of any

powers, privileges or rights conferred under the laws as they may exist at any time, said action shall not prevent the International Typographical Union from recalling, amending, changing or abolishing any such powers, privileges or rights.

So long as the said union adheres to these conditions, this charter to remain in full force; but upon infraction thereof, the International Typographical Union may revoke this charter, thereby annulling all privileges secured hereunder.

In Witness Whereof, We have hereunto set our hands and affixed the seal of the International Typographical Union, this ..... day of ....., 19.....

....., Secretary and Treasurer;

..... President

Article II.—Laws.

Section 1. The International Typographical Union shall exercise complete and unrestricted authority to define its jurisdiction; enact; enforce and amend as provided in its constitution and by-laws all laws for the government of the International Union, its subordinate unions and its officers and members throughout its entire jurisdiction.

Sec. 2. The laws of the International Typographical Union shall be comprised in:

(a) The constitution shall contain an outline of the fundamental principles, policies and purposes of the organization; declare the jurisdiction of the International Union and subordinate unions; define the duties and salaries of officers; provide for conventions and fix the basis of representation; establish and obligation for members, provide for appeals and penalties; authorize traveling and withdrawal cards; provide for an official publication and the Typographical Union label; regulate all matters pertaining to dues and assessments or the rising of revenue.

(b) The by-laws shall contain all laws relating to membership in the International and subordinate unions; qualifications and election of officers and their specific duties; or the government of subordinate unions and members; charges and trials and appeals; qualifications and election of delegates; auditing of accounts and reports relating to the institution, maintenance and administration of a system of benefits; providing for the care of diseased,

aged and infirm members and all laws for internal government of the International Union.

(c) The general laws shall contain only any and all laws relating to contracts and scales of prices; conditions of employment and the relation of subordinate unions and individual members of the employer.

(d) The convention laws shall contain laws, rules of order, committees, etc., for government of sessions of the International Union and its deliberations.

Sec. 3. The constitution shall only be amended by referendum vote, in the manner hereinafter set forth.

Sec. 4. By-laws and general laws may be enacted by the convention of the International Typographical Union, but shall in nowise conflict with the constitution, or any part thereof.

Article III.—Conventions.

Section 1. The convention of the International Typographical Union shall be held annually on the Saturday preceding the third Monday in August at such place as the delegates in convention assembled may designate. All the arrangements for the same to be made by and at the expense of the International Typographical Union: Provided, On the years when the convention is held at Colorado Springs the convention shall convene on Saturday preceding the second Monday in September.

Article IV.—Representation.

Section 1. Subordinate unions are entitled to representation in conventions of the International Typographical Union according to the following apportionment: Unions with one hundred members or less, one delegate; more than one hundred and less than five hundred members, two delegates; more than five hundred and less than one thousand members, three delegates; one thousand members, four delegates; and for each additional two thousand members, one additional delegate. Two or more subordinate unions, having a membership of less than one hundred members each, may combine and elect one delegate, the certificate of a delegate so chosen to be signed by the president and secretary of each of the unions he represents.

Sec. 2. Each delegate shall be entitled to one vote, and no proxies shall be allowed.

Article V.—Officers and Elections.

Section 1. The elective officers of the International Typographical Union shall be a President, a First Vice-President, a Second Vice-President, a Third Vice-President (who shall be a member of the Mailers' Trade District Union), a Secretary-Treasurer, a Board of Auditors consisting of three members, such number of delegates to the American Federation of Labor as this body is entitled to by law, one delegate to the Canadian Trades and Labor Congress of Canada (who must be a member of one of the Canadian unions), such number of nominees as may be necessary to fill vacancies in the membership of the Union Printers Home corporation, and an Agent to the Union Printers Home.

Sec. 2. The elective officers of the International Typographical Union shall be nominated by the local unions and elected by the membership in a manner which shall be specifically set forth in the by-laws.

Sec. 3. The term of office of all elective officers, except auditors, shall be for two years, or until their successors are elected and qualified. One auditor shall be elected at each biennial election for a term of six years. No person while serving as auditor shall accept any other office or employment in this union. The term of office of the elective officers, other than auditors, chosen at the May election shall be from July 15 for a full term of two years. Members of the Board of Auditors' terms of office shall begin November 1.

Article VI.—Duties of Officers.

The President.

Section 1. The President shall attend and preside at all conventions of the International Typographical Union during his term of office; he shall at all times exercise a general supervision over all officers of the International Union; he shall make his official residence in the city of Indianapolis, and shall give his entire time to the duties of his office; he shall have authority, should he become satisfied that any officer is derelict in the performance of any duty, or has been guilty of any dishonest act, to suspend such officer from his official position. He shall be ex officio the nominee of the International Typographical Union for the office of President of the Union Printers

Home corporation, and one of the delegates to the American Federation of Labor. He shall perform such other duties as appertain to his office or as may be required by law.

The Vice-Presidents.

Sec. 2. The First Vice-President shall assist the President in the discharge of his duties, and shall perform the duties of President in his absence, death, incapacity or resignation from office. He shall attend all sessions of the International Typographical Union. He shall make his official residence in Indianapolis, and shall devote his entire time to the business of this union.

Sec. 3. The Second Vice-President shall assist the President in the discharge of his duties. He shall attend all sessions of the International Typographical Union. He shall make his official residence in Indianapolis, and shall devote his entire time to business of the union.

The Third Vice-President shall perform such duties as may be assigned to him by the President or the Executive Council.

The Secretary-Treasurer.

Sec. 4. The Secretary-Treasurer shall attend all conventions of the International Union, and shall devote his entire time to the business of this union; he shall, in connection with the President, establish an office in the city of Indianapolis, which shall be the official headquarters of the International Union, and where all books, records, etc., shall be kept; he shall be the custodian of the funds of the International Union, and shall, under the direction of the Executive Council, deposit all funds of the International Union in some responsible bank or banks in said city; he shall give bond with a solvent guarantee company as surety payable to the President as trustee for the International Typographical Union and its members in the sum of $50,000 previous to assuming office, which bond shall be paid for by this union and shall be approved by the Executive Council; he shall also be secretary of the Executive Council, and perform such other duties as may be required by law. He shall be *ex officio* the nominee of the International Typographical Union for the office of Secretary-Treasurer of the Union Printers Home corpor-

ation. And bond executed by a guarantee company to the President as aforesaid shall inure to the successors of such President as trustee for the International Typographical Union and its members, and for any breach of such bond the President as trustee for the International Union and its members is hereby authorized to bring suit in his name as such President for the benefit of the International Typographical Union and its members.

The Executive Council.

Sec. 5. There shall be an Executive Council, consisting of the President, the First Vice-President, the Second Vice-President, the Third Vice-President and the Secretary-Treasurer, which body shall have general supervision of the business of the International Union and of subordinate unions.

The Board of Auditors.

Sec. 6. The Board of Auditors shall convene at International headquarters on the second Monday of July and January each year, and its duties shall be to audit the books and accounts of the Secretary-Treasurer of the International Union and the officers of the Union Printers Home corporation, closely examining all items of receipt and expenditure. The auditors shall have power to employ at the expense of the union any necessary expert assistance and shall be required to disallow all expenditures not duly authorized. The report of the auditors, showing the condition of the books and accounts, attested by a notary public, shall be published in The Typographical Journal next following completion of the audit. If such audit should show any important error, or any defalcation, or misappropriation of funds, the President, with the consent of the Executive Council, shall immediately suspend the officer or officers responsible therefor, and proceed at once legally to secure the union or the Home corporation from loss. Compensation for the auditors shall be as fixed by sections 2 and 3, article viii, constitution.

The Agent.

Sec. 7. It shall be the duty of the Agent, in the event of the Union Printers Home corporation neglecting or refusing to comply with the provisions of the deed under

which the land on which the Home is situated was transferred, or disobeying any of the orders of the International Union, to enter upon and take full possession of the property as the custodian of the International Typographical Union: *Provided*, That it shall be the duty of the Agent to attend one meeting of the Board of Trustees during his tenure of office.

Representatives.

Sec. 8. The President shall have the power to appoint such number of representatives as he deems to be necessary to transact the business of the International Typographical Union. Before commissions are issued to representatives appointed by the President their appointment shall receive approval of a majority of the Executive Council: *Provided*, The President shall have sole authority to make temporary appointments in cases of emergency where the representative is required to act as proxy for the President. Representatives appointed by the President, with the approval of the Executive Council, shall hold office for a period of two years, or until the expiration of the current term of office of the President, who makes the appointment: *Provided*, That the President, with the approval of the Executive Council, may remove any representative at any time such action is deemed necessary. Representatives shall perform such duties as are assigned to them by the President, under the direction and control of the President. For such time as they are required to devote to the business of the International Union the compensation and traveling expenses of representatives shall be fixed by the Executive Council, in accordance with sections 2 and 3, article viii, constitution. Representatives who are regularly assigned under the provisions of this section shall be allowed a vacation of two weeks with pay in each year.

Article VII.—Vacancies in Office.

Section 1. If for any reason there occurs a vacancy in the Executive Council, official notification of such vacancy shall be sent to secretaries of all subordinate unions within seventy-two hours after such vacancy occurs, and a special election shall be held the first Wednesday after the expiration of ninety days from date of va-

cancy: *Provided,* When there remains less than nine months of the time of office, the vacancy shall not be filled. In a special election to fill a vacancy the name of any member otherwise eligible receiving the endorsement of twenty subordinate unions shall be printed upon the ballot, which shall be prepared thirty days prior to the date of such special election. Only endorsements received previous to the time herein fixed for printing ballots shall be accepted to establish eligibility. In the event of a vacancy in the office of Secretary-Treasurer the First Vice-President shall perform the duties of the office until the vacancy is filled as herein provided: *Provided, further,* The provisions of this section shall not apply to the Vice-President representing the Mailers' Trade District Union.

Sec. 2. When for any reason a vacancy occurs in any elective office, other than the Executive Council, such vacancy shall immediately be filled by the Executive Council. Where the term of office in which the vacancy occurs extends beyond the next regular International election such vacancy shall be filled for the unexpired term at such regular election. A member chosen by the Executive Council to fill a vacancy shall hold office until a successor is elected, as above provided, and qualifies. In filling a vacancy in a general election the qualifications of candidates shall be the same as are provided for candidates for a full term.

Article VIII.—Salaries and Expenses

Section 1. The salary of the President, Vice-Presidents and Secretary-Treasurer, in full for the services rendered by each of said officers during the term of office, shall be the sums following: For the President, for services rendered as President of the International Typographical Union and as President of the Board of Trustees of the Union Printers Home, $7,500 per annum; First Vice-President, $5,200 per annum; the Second Vice-President, $5,200 per annum; Third Vice President, $300 per annum; and Secretary-Treasurer, for services rendered as Secretary Treasurer of the International Typographical Union and as Secretary-Treasurer of the Board of Trustees of the Union Printers Home, $7,500 per annum.

Sec. 2. The compensation of any officer other than President, First Vice-President, Second Vice-President or

Secretary-Treasurer, or any member performing service under direction of the President or Executive Council, shall be set by the Executive Council.

Sec. 3. When any officer or member is required to perform service away from his home, he shall be allowed, in addition to the amounts set forth above, first-class railroad fare or transportation fare by plane in emergencies by the shortest route to and from his destination, and actual hotel expenses: *Provided*, That an itemized bill shall in all cases be rendered.

Sec. 4. The President, First Vice-President, Second Vice-President and Secretary-Treasurer shall, on their first election, be entitled to traveling expenses from their home to return at close of official term. They shall also be allowed a vacation of thirty days in each year.

Article IX.—Revenue and Funds.

(*An amendment which temporarily reduces the rate of the pension and mortuary assessment became effective July 31, 1944. Words in the previous law temporarily stricken out by the amendment are printed in brackets; words added to the previous law are printed in italics. See Section 3 for time of reversion to previous law.*)

Section 1. The revenue of the International Typographical Union shall be derived as follows: A per capita tax of $1.00 per month which shall include subscription for The Typographical Journal, to be paid by every member of the International Typographical Union except those members domiciled at the Union Printers Home. the per capita tax, together with assessments as herein provided, shall be collected and transmitted to the Secretary-Treasurer of the International Typographical Union.

An additional assessment for the old age pension and mortuary funds according to the following classifications: Active members (including members working at the trade and seeking work at the trade)—Two [and one-half] per cent upon total earnings.

Active members not working at the printing trade (members whose cards are deposited with a subordinate union who follow other pursuits, and members not seeking work at the printing trade)—Two [and one-half] per cent upon the minimum scale of the union with which member is affiliated.

Proprietor members whose cards are deposited with a local union—Two [and one-half] per cent upon the minimum scale of the union with which member is affiliated.

Members employed by the union (local or International)—Two [and one-half] per cent upon total earnings.

Members in unorganized towns—Members holding traveling cards but not working at the printing trade, $3.00 [$3.75] per month.

Members in unorganized towns—Members holding traveling cards who work at the printing trade as journeymen or foremen—Two [and one-half] per cent upon total earnings.

Proprietor members in unorganized towns—Members holding traveling cards and operating offices of their own —$3.00 [$3.75] per month.

Sick and disabled members—Members incapacitated because of sickness or any disability shall be exempt from the pension and mortuary assessment during the period of such sickness or disability, but for not longer than three months; thereafter two [and one-half] per cent upon the minimum scale of the subordinate union, but not more than $1.75 per month during the period of disability. (See section 6, article vii, by-laws.)

Pensioners—Members who draw the old age pension, 60 cents per month; Provided, That if a pensioner earns more than $60 in any one month he must pay two [and one-half] per cent on earnings as the pension and mortuary assessment.

Members in military or naval service during war time or national emergency—Members in active service in the army or navy of the United States or Canada in time of war or national emergency decreed by Congress of the United States or Parliament of Canada—either volunteer or conscripted—or who enlist for service in the army or navy of any country that may be allied with the United States or Canada in a war for a common cause, shall be exempt from the payment of all local dues, International Typographical Union per capita tax and assessments, beginning with the month of enlistment and ending with the month of discharge as determined by military records.

Sec. 2. The pension and mortuary assessment shall be apportioned after receipt at headquarters, [one-third of one] *seventeen* per cent to the mortuary fund and [two

and one-sixth] *eighty-three* per cent to the old age pension fund.

Sec. 3. It is further ordered the rates above provided shall remain in effect until such time as the reserve in the pension fund shall have reached the sum of $2,000,000, when the rate of assessment shall revert to two and one-half per cent upon earnings as in effect prior to this amendment.

Sec. 4. The per capita tax of the International Union shall be apportioned as follows: Fifty cents to the Union Printers Home Fund; the balance to the general fund, together with such additional revenue as shall be derived from the sale of charters and supplies to subordinate unions at prices fixed by law.

Sec. 5. International dues for each month shall be collected by subordinate unions and shall be transmitted to the Secretary-Treasurer of the International Typographical Union before the twentieth of the succeeding month. Unions failing to conform to these provisions shall be considered delinquent and debarred from benefits: *Provided,* That unions located so far from headquarters as to make it impossible for their dues to reach there within the prescribed time shall not be considered delinquent if their remittances bear postmark date prior to the fifteenth of the succeeding month.

Sec. 6. No member residing within the jurisdiction of a subordinate union shall be classified as an unattached member or permitted to pay dues and assessments as such to the International Secretary-Treasurer.

Sec. 7. The general fund shall be used to defray all expenses of the International Typographical Union except disbursements for the pension fund, the mortuary fund and the Home fund.

Sec. 8. On the death of each member in good standing a death benefit shall be paid to the designated beneficiary in amounts as follows, except as otherwise provided by International law:

For a continuous membership of one year or less, $50.

For a continuous membership of more than one year and less than two years, $100.

For a continuous membership of two years and less than three years, $150.

For a continuous membership of three years and less than four years, $200.

For a continuous membership of four years and less than five years, $250.

For a continuous membership of five years and less than ten years, $300.

For a continuous membership of ten years and less than fifteen years, $400.

For a continuous membership of fifteen years or over, $500.

Any member who has been suspended from membership and subsequently reinstated, in accordance with the laws of the International Typographical Union, shall not be entitled to any benefit if death occurs within three months after such reinstatement.

Sec. 9. The mortuary benefit fund shall be used for the purpose of disbursing mortuary benefits to the designated beneficiaries of deceased members.

Sec. 10. All moneys to the credit of the Union Printers Home fund shall be transferred to the Secretary-Treasurer of the Union Printers Home corporation.

Sec. 11. The old age pension fund shall be used for the purpose of maintaining and disbursing pensions to aged and superannuated members.

Sec. 12. The Executive Council shall have the power and authority to transfer money of this union from one fund to another whenever deemed necessary to maintain the integrity of this organization.

Sec. 13. No convention or meeting, nor any official or member of the International Typographical Union of North America, shall have power to appropriate or use any moneys or securities in the treasury of this union, nor property or collateral in its possession or custody, for the purpose of bestowing upon any person or number of persons any gift of intrinsic value, granting any gratuity, or as payment for any intangible service rendered or claimed to have been rendered unless expressly authorized by referendum vote.

[On May 26, 1915, a date subsequent to the adoption of section 12, the members of the International Typographical Union voted affirmatively on the following question in a referendum election:].

Shall the Executive Council of the International Typographical Union be authorized to expend such sums of money from the general fund of the organization as may

be necessary to continue the conduct of the business of the International, such as payment for services of employes and representatives, strike benefits and special assistance when necessary, officers' and organizers' expenses, printing, publicity campaigns, convention expenses, as provided in the constitution, by-laws, general laws, convention laws and the agreement creating the International Allied Printing Trades Association as printed in the Book of Laws.

Sec. 14. There shall be a defense fund maintained at a minimum of $500,000. A one-half of one per cent assessment shall be levied on total earnings of all active members (except sick and incapacitated members and pensioners) to establish the fund and shall be in effect for three months after the fund reaches $500,000. When the balance in the fund falls below $500,000 the assessment shall again be levied for three months. This fund shall be used for defense purposes.

Article X.— Penalties.

Section 1. The charter of any subordinate union which shall fail or refuse to pay its per capita tax and other moneys, or any part thereof, within three months after becoming due, shall be suspended. The Secretary-Treasurer shall give such derelict union thirty days' notice of the action to be taken.

Sec. 2. Any subordinate union which shall fail to make reports required by law or the Executive Council, or which shall neglect or refuse to obey any law or legal mandate of the International Typographical Union or Executive Council may be fined or have its charter suspended by the Executive Council.

Sec. 3. Any officer of the International Union may be impeached by the Executive Council, and if the charges are proven shall be disqualified to further discharge the duties of his office, and the vacancy shall be filled in accordance with the laws of the International Typographical Union.

Article XI.—Appeals.

Section 1. All appeals from the decision of a subordinate union shall be submitted, in written or printed form only, to the Executive Council of the International Typo-

graphical Union (one copy of complete papers to be furnished the Executive Council; both appellant and respondent must retain complete copies to be used in case of appeals to convention), and decision rendered by that body. Should either party feel aggrieved at the decision of the Executive Council he shall have the right to appeal, in printed form only to the succeeeding convention of the International Typographical Union, which judgment shall be final.

Sec. 2. Appellant and respondent shall furnish copies of papers in complete form to each other, and shall be entitled to submit replies to these original articles.

Article XII.—Obligation.

Section 1. All subordinate unions shall have an article in their constitution which shall read as follows:

Every person admitted as a member of this union shall subscribe to the following obligation, which shall apply only to matters pertaining to the printing industry.

I (give name) hereby solemnly and sincerely swear (or affirm) that I will not reveal any business or proceedings of any meeting of this or any subordinate union to which I may hereafter be attached, unless by order of the union, except to those whom I know to be members in good standing thereof; that I will, without equivocation or evasion, and to the best of my ability, abide by the constitution, by-laws and the adopted scale of prices of any union to which I may belong; that I will at all times support the laws, regulations, and decisions of the International Typographical Union, and will carefully avoid giving aid or succor to its enemies, and use all honorable means within my power to procure employment for members of the International Typographical Union in preference to others; that my fidelity to the union and my duty to the members thereof shall in no sense be interfered with by any allegiance that I may now or hereafter owe to any other organization, social, political or religious, secret or otherwise; that I will belong to no society or combination composed wholly or partly of members of the International Typographical Union, with the intent or purpose to interfere with the trade regulations or influence or control the legislation of this union; that I will not wrong a member, or see him or her wronged, if in my power to prevent. To all of which I pledge my most sacred honor.

Obligation For Delegates.

Sec. 2. The following obligation shall be administered to each and every International Typographical Union delegate immediately after the approval of the report of the Secretary-Treasurer:

I (repeat name individually) solemnly swear (or affirm) that I do not now belong, nor will I belong at any time in the future to any society or combination composed wholly or partly of members of this International Typographical Union, or any other union under its jurisdiction, the intent and purpose of which is to interfere with the trade regulations or influence or control the legislation of this or any other union, or the selection or election of any officer or officers.

Article XIII.—Trade District Unions.

Section 1. Any of the allied trades under the jurisdiction of this organization may form a trade district union.

Sec. 2. Such trade district union shall have the following powers, privileges and rights, and as may be more specifically set forth in the by-laws:

(a) To charter, establish and form unions of its craft. Charters to be procured from the International Typographical Union.

(b) To issue and control traveling cards to members working at its craft.

(c) To make all laws for the sole government of its craft.

(d) To decide all matters in dispute solely affecting members of its union.

(e) To elect officers of the trade district union, the President of which shall be a Vice-President of the International Typographical Union.

(f) To collect and forward to the Secretary-Treasurer of the International Typographical Union all per capita tax due from such subordinate unions of its craft.

Sec. 3. Such powers, privileges and rights shall not work to repeal or affect the laws of the International Typographical Union regarding revenue, per capita tax, benefits, strikes and lockouts, the five-day law, and allied trades council laws.

Article XIV.—Traveling Card and Withdrawal Card.

Sec. 1. The International Union shall issue, in blank form, cards of appropriate design, to be known as the "Traveling Card," and the "Withdrawal Card," which shall be furnished subordinate unions, except trade district unions, at prices fixed by law, to be used by members in good standing on proper application being made therefor.

Article XV.—The Official Paper.

Section 1. There shall be published monthly by the Secretary-Treasurer a paper of thirty-two or more pages, to be non-political and non-sectarian, and to be known as "The Typographical Journal: Official Paper of the International Typographical Union of North America," which shall be, so far as practicable, the International Typographical Union's official organ of communication to subordinate unions.

Article XVI.—The Label.

Section 1. The label, stamp or device used, and intended to be used, by this Union, for the purpose of distinguishing the products of the labor of the members of this Union, shall consist of an imprint containing the words "Typographical Union Label," together with the name of the city or town in which is located the local union using said label. Said label shall be of the following design:

Typographical
UNION LABEL
Name of City

Sec. 2. This Union shall, through its principal officers, cause said label, stamp or device to be registered in all states and territories and provinces where registration is or may hereafter be authorized by law, and all registrations heretofore made of said label are hereby adopted and confirmed; and shall, through its principal officers, issue to local unions or subordinate bodies said label, stamp or device in such sizes as may be necessary and expedient.

Sec. 3. No subordinate union or combination of subordinate unions shall issue a label of different design than contained in section 1 of this article, nor shall more than one design be used in any jurisdiction.

Article XVII.—Amendments.

Section 1. Amendments to the constitution of the International Typographical Union may be enacted only by referendum vote of the general membership. Such amendments may be initiated only in one of three ways, as follows: (a) The Executive Council may initiate and submit any proposition or amendment a majority of its members deems necessary. Such propositions or amendments to be published to the craft at least thirty days before taking the vote thereon. (b) Convention may initiate any proposition or amendment a majority of the delegates deems necessary. Subordinate unions shall then discuss the proposed amendments, and at a date which shall be designated by the Executive Council, but which must be within three months from the adjournment of the convention, the proposed amendment shall be voted upon by the members of subordinate unions, and the vote in detail forwarded, under seal, to the Secretary-Treasurer of the International Typographical Union within ten days after the date set by the Executive Council for the taking of said vote, when the International President and Secretary-Treasurer, and one member of the local union, who shall be selected by the President of this body, shall canvass the vote and declare the result to the craft, and should a majority of the votes cast be in favor of the amendment it shall go into effect sixty days after the canvass of the vote on the same. (c) Any subordinate union may initiate any proposition or amendment and submit to other subordinate unions for endorsement. Whenever such initiative petition has been endorsed by 15 subordinate unions, the endorsement of such petition having been secured within three months from the date said petition was initiated, it shall be submitted to a vote of the general membership. The proposals as submitted for the endorsement of subordinate unions shall be published in the first issue of The Typographical Journal following the receipt of 150 endorsements by subordinate unions. The Secretary-Treasurer shall publish in the next issue after the three months have elapsed the full list of all unions endorsing any proposition or amendment. Within thirty days following such publication the proposal shall be submitted to a vote of the membership, which shall be taken on a day designated by the Executive Council, and canvassed in the

same manner as amendments and propositions referred to the membership by a convention of the International Typographical Union. It shall be the duty of the Secretary-Treasurer to prepare ballots and submit any proposition or amendment initiated in either of the three ways provided: *Provided*, If for any reason the Secretary-Treasurer shall fail or refuse to prepare ballots and submit any proposition or amendment which has been properly initiated and endorsed, the President of the International Typographical Union shall perform the function.

Sec. 2. Propositions submitted to subordinate unions for endorsement or to the membership for adoption as herein provided shall be drafted in proper form and shall include all sections or articles amended or repealed by such proposition: *Provided*, For this purpose amendments or propositions shall be deemed to be in proper form if their purpose is clear and the intent understandable. Laws or parts of laws to be repealed shall be placed in brackets, and amendments to existing laws and new laws shall be printed in bold-face type.

Sec. 3. The action of a subordinate union endorsing a proposition or amendment initiated by another subordinate union shall be irrevocable.

Sec. 4. All propositions or amendments adopted by the membership of the International Typographical Union, unless otherwise provided, shall be in force and effect sixty days after the canvass of the vote on the same.

Sec. 5. The by-laws and general laws adopted by a convention of the International Typographical Union shall become effective January 1 next following. Propositions or amendments submitted to the membership by a convention, if adopted, also become effective on January 1 next following.

Sec. 6. Conventions of the International Typographical Union shall have power to enact by-laws and general laws for the government of the craft, but all laws involving increased taxation shall be submitted to a referendum vote.

Article XVIII.—Conflicts and Changes.

Section 1. All laws and parts of laws in conflict with this constitution are hereby repealed or changed in accordance therewith, and the Secretary-Treasurer is hereby authorized to make necessary changes.

BY-LAWS.

Article I.—Allied Printing Trades Councils.

Section 1. In a jurisdiction where more than one international union has issued charters, an allied printing trades council shall be formed, in pursuance of the provisions of the agreement between the five international unions of the printing trade.

Sec. 2. The agreement governing the International Allied Printing Trades Association and signed by the five international unions thereof provides "for the formation of an association for a joint ownership of the Allied Printing Trades Union Label," the objects of which "are to designate the products of the labor of the members thereof by adopting and registering a label or trademark designating such products."

The Executive Council of the International Typographical Union is hereby authorized and instructed to seek agreement by the other international unions of the Allied Printing Trades Association to a supplementary agreement, the object of which shall be to obtain the cooperation of all said unions for other economic purposes: *Provided,*

(a) The supplementary agreement shall be voluntary as to acceptance by local unions subordinate to the several internationals.

(b) Any international union of the association may, at any time, revoke its adherence to the supplementary agreement without in any way affecting the "agreement" heretofore in effect since 1911, or the rights of any union thereunder.

(c) Each international union adopting the supplementary agreement accepts the duty and responsibility of enforcing the obligations of any subordinate union thereof which may fail or refuse to perform any obligations it may have assumed under the terms of the supplementary agreement.

(d) The Executive Council of the several international unions, members of the association may, as deemed expedient, amend the supplementary agreement to better attain mutually satisfactory procedure for the joint nego-

tiation and adoption of contracts and scales; joint action defense of the closed union shop; joint action in organization work and in legislative activity affecting the graphic arts industry.

Sec. 3. The Executive Council is instructed to use every effort possible to bring about the elimination of the controversy involving jurisdiction over offset presses and plates.

Sec. 4. Where two or more subordinate unions of the International Typographical Union are represented in a local Allied Printing Trades Council either local may call upon the Executive Council to decide questions of jurisdiction or international policy.

Sec. 5. Where dual unionism is involved the Executive Council may name the delegates of the local union to the local Allied Printing Trades Council or the Executive Council may bar delegates from a local union from participating in meetings and decisions of such local councils.

Article II.—Auditing of Accounts.

Section 1. The President shall cause the books and accounts of the Secretary-Treasurer and the officers of the Home corporation to be audited twice a year, as follows: All accounts for the six months ending May 20, within fifteen days after that date; and for same period ending November 20, within fifteen days after that date. For this purpose he shall appoint certified public accountants, who shall make a thorough examination and shall submit a report to the President, who shall cause its publication in the Typographical Journal.

Sec. 2. If said report should show any errors of importance, or defalcation or misappropriation of funds of the Secretary-Treasurer, or of any officer of the Union Printers Home corporation, it shall be the duty of the President, with the consent of the Executive Council, to suspend such officer or officers; and he shall proceed at once legally to secure the International Typographical Union from loss, and in accordance with the bond or bonds of said officer or officers.

Sec. 3. The International Typographical Union shall have the right to cause the books and accounts of any Conference or League, composed of members of the union,

to be audited where said organization collects or solicits for any other purpose than for maintaining its functions.

Article III.—Chapels.

Section 1. It shall not be unlawful for chapels by majority vote to adopt a rule providing fining a member of the chapel for nonattendance at chapel meetings when present in the composing room during the time said chapel meetings were being held.

Sec. 2. Members of a subordinate union, even though they constitute a majority of such union, have no right in chapel meetings to take any action amending, suspending, or in any way affecting the laws or contracts of such union.

Sec. 3. In all offices in which three or more members are employed a chapel shall be organized and a chairman elected. In case of failure or refusal of a chapel to elect a chairman, it shall be the duty of the local president to appoint a member to act as chairman. The chapel chairman shall be recognized as the representative of the union in the chapel over which he presides and it shall be his duty to report to the president of the local union any violation of union law or provisions of the contract. Failure to perform the duties of the office shall render a chapel chairman liable to such penalty as the local union may apply in accordance with the laws governing charges and trials.

Article IV.—Charges, Trials and Appeals.

Charges.

Section 1. Charges may be preferred against any member for any disreputable act, conduct unbecoming a union member, violation of laws of the local or International Union, or failure to observe provisions of the contract and scale of prices. Individual members may file such charges or officers of local unions may be instructed by majority vote of members present and voting at a stated meeting of the union to bring charges against a member.

Sec. 2. Charges may be filed against any officer of a local union for neglect of duty, failure to comply with the laws of the local or International Union, misappropriation of union funds or malfeasance in office.

Sec. 3. When a subordinate union is cognizant of the performance of a disreputable act on the part of a member not working within its jurisdiction, whether such act was committed within its jurisdiction or not it is its duty to prefer charges against him before the union under whose jurisdiction he does work.

Sec. 4. Accusations or charges must be made in writing by a member of the union in good standing within thirty days of the time complainant becomes cognizant of the offense alleged.

Sec. 5. In all cases charges must be signed by the complainant and shall be sufficiently specific as to the provisions of union law violated and the alleged acts which constitute the basis of the charges to permit the defendant to prepare a proper defense. Two complete copies of the charges shall be delivered to the local president within the time limit provided in section 4.

Sec. 6. Within five days after charges have been received the local president shall cause to be delivered to the accused member a complete copy of the charges as filed.

Sec. 7. At the next stated meeting of the union the president shall present and cause the charges as filed to be read to the union. After discussion and consideration the following question shall be put to a vote by secret ballot: "Shall the charges as presented be deemed cognizable?"

Sec. 8. If a majority of the members present and voting record an affirmative vote a committee of five members shall be appointed by the presiding officer to investigate the charges. Such committee shall give opportunity to all parties to the controversy to be heard. The accused member may waive the right to appear without prejudicing his interest.

Trials.

Sec. 9. The investigating committee shall report its findings at the next regular meeting following the meeting at which it was appointed. A majority vote of members present and voting by secret ballot shall decide whether or not the charges shall be considered worthy of trial. If the charges are found worthy of trial the presiding officer shall appoint a committee of five to try the case. If either party shall object to appointment, or to

the personnel of the committee as appointed, a committee of five to try the case shall be drawn by lot from the members present. The complainant, the accused and members who may be witnesses shall not be eligible to serve on the trial committee.

Sec. 10. The trial committee shall notify complainant, accused and their witnesses of time and place of sitting. Both parties shall have right of counsel, who shall be members of the union. Either party may demand that witnesses shall be sworn by a notary public or official authorized to administer oaths. If either party shall fail to appear, unless excused by trial committee for cause, the trial shall proceed. The trial committee may adjourn its hearings from time to time, but all parties must be given due notice of time and place of all sittings.

Sec. 11. At the next stated meeting of the union after a verdict has been reached the trial committee shall report its judgment and the evidence to the union. After the trial committee's report has been read the accused shall have the right of defense before the union. The report of the trial committee, the evidence introduced, and any defense offered by the accused before the union shall be open for debate.

Sec. 12. Where the membership of a subordinate union is in excess of 1,000 the subordinate union may adopt regulations for the trial of charges different from the foregoing procedure: *Provided,* The verdict when rendered must be approved by secret ballot at a stated meeting of the union: *Provided, further,* That subordinate unions may establish discipline committees to investigate minor infractions of union law or the scale of prices; such committee may after a hearing, where all interested parties are afforded a fair opportunity to be heard, impose fines of not more than one day's pay for any violation. In all cases before a discipline committee complaints must be signed by the complainants and shall be specific as to the provisions of the law violated and the alleged acts which constitute the basis of the complaints to permit the defendant to prepare a proper defense. Penalties or other decisions of discipline committees are subject to appeal in accord with International law governing appeals.

Sec. 13. The presiding officer shall submit to vote of the members present the question of guilt or acquittal.

Two-thirds vote of members present and voting by secret ballot shall be necessary to convict. If more than one offense has been charged the vote shall be taken separately on each charge in the same manner.

Sec. 14. If the charges or any of them be sustained, or if the accused pleads guilty, a vote shall then be taken on the penalty, if any, recommended by the trial committee, but this recommendation may be amended and the vote shall be first upon the heaviest penalty proposed. It shall require three-fourths vote of members present and voting by secret ballot to suspend or expel. Any lesser penalty may be imposed by majority vote.

Sec. 15. Upon conviction for a first offense the maximum fine shall not exceed $50. Where suspension is provided as a penalty against a convicted member the period must be fixed and no right shall be affected other than that he shall not work at the printing trade during the period of suspension. Priority standing and benefits of continuous membership shall be retained by payment of dues and assessments as not at the trade. He shall be reinstated automatically at the end of the period of suspension without payment of any fee except that he shall pay any fine that may have been fixed as a part of the penalty at time of conviction.

Sec. 16. All expenses incurred in connection with the trial shall be borne by the union in case of acquittal: *Provided*, Fees of counsel shall not exceed pay for time lost at the scale of the union.

Sec. 17. A member charged with deliberate ratting may be summarily expelled without citing him to appear for trial if the report of the investigating committee is supported by three-fourths vote of the members present and voting. A local union may expel any member of the International Typographical Union found guilty of ratting within its jurisdiction. Notice of such expulsion must be forwarded to the local union with which the expelled member was affiliated and to the Secretary-Treasurer of the International Union.

Sec. 18. When a union arraigns a member on any cause without its jurisdiction, and the party so arraigned has formerly been in good standing with the craft, it is the duty of said union to give him official notification of the charges preferred and allow him the privilege of defending himself in open meeting.

Sec. 19. When, through the action of a local union, a members is suspended and debarred from the right to work at the trade, and is subsequently proven guiltless of infraction of International or local laws, said local shall be compelled to remunerate, at its prevailing scale, such suspended member for the time lost while under suspension.

Sec. 20. The evidence of rats shall not be received in the trial of union men for any cause whatever, as they are under the ban of the union, and not recognized by it as honorable men. Evidence gleaned from the books and bookkeeper of an office should be considered good evidence on trial of a union man for violation of scale, unless surrounding circumstances or union evidence in rebuttal weakens or destroys it.

Sec. 21. No evidence shall be received or considered by a committee appointed to try charges except such as shall be offered at a regular hearing of the committee, at which all parties interested shall be, or shall have been, notified to be present.

Sec. 22. The accused may, if he so desires, waive any and all of the rights guaranteed to him by the constitution and by-laws; and upon such waiver the union may, by a majority vote, proceed to act. Nothing herein contained shall interfere with the appeal rights of the accused. The defendant to charges shall not be compelled to testify.

Sec. 23. A member charged with contempt of the union or a committee of the union shall be accorded full privileges of trial and upon conviction may be punished in the same manner as if convicted of another offense.

Sec. 24. Any member bringing charges against another which he fails to sustain by proper evidence may, by a two-thirds vote of the union, and without referring the matter to any trial committee, be censured or fined an amount equal to the expense of the trial, or both censured and fined.

Appeals.

Sec. 25. A member who has been convicted of any offense against the union or who believes his conviction was irregular or unjustified may appeal to the Executive Council by giving proper notice and following procedure governing such appeals.

Sec. 26. When a local discipline committee (authorized

by section 2 of this article), or a local executive committee, has rendered a decision or verdict against a member or members, and appeal is taken therefrom, such appeal shall be acted upon at the next stated meeting of the subordinate union.

Sec. 27. When a subordinate union has taken an action or rendered a decision, any aggrieved member, members, chapel, or employer having a contract with said subordinate union, or any applicant for admission whose application has been rejected, may appeal as provided in the constitution and by-laws.

Sec. 28. Notice of intention to appeal to the Executive Council must be filed in writing with the president of the subordinate union with which the appellant is affiliated within five days after the action is taken or the decision rendered by the subordinate union.

Sec. 29. Appellant shall prepare and file with the president of the subordinate union two complete copies of appeal brief with all evidence and argument within twenty days after the action or decision of the subordinate union against which appeal is made.

Sec. 30. The respondent union shall have prepared two copies of its reply and file same with the president of said subordinate union within twenty days from date appeal brief is receive. One complete copy of the reply containinng all evidence and argument shall be immediately transmitted to appellant.

Sec. 31. Appellant shall have five days from date reply is received in which to prepare and file, as above provided, a rebuttal brief. If no rebuttal brief is filed as above provided, one copy each of the original appeal and reply briefs shall be transmitted to the Executive Council and a decision rendered upon the evidence and argument contained therein:

Sec. 32. If appellant files rebuttal brief as above provided respondent shall have five days from date it is received in which to prepare and file surrebuttal, in which event the case shall be considered closed and copies of all documents transmitted to the Executive Council by the president of the subordinate union.

Sec. 33. The President of the International Union may extend the time in which either party is required to file argument and evidence in appeals to the Executive Council if, in his opinion, justice will be served thereby.

Sec. 34. When the contention of a member who has appealed to a subordinate union is sustained by action of such subordinate union and an appeal is taken to the Executive therefrom, the original appellant shall have the right to participate, or be represented by counsel, in preparation of respondent union's answer. Upon demand to the president of the subordinate union he shall be furnished with copies of all documents as transmitted to the Executive Council a reply to all evidence and arguments in the case.

Sec. 35. Where appeal is made against an action or decision of a subordinate union the action or decision of the subordinate union must be complied with by all parties pending decision by the Executive Council. In cases involving dues, assessments, fines, or other moneys assessed by the subordinate union against a member, a sum sufficient to cover the amount in dispute shall be deposited with the president of the subordinate union to be held in escrow until decision has been rendered by the Executive Council. When a subordinate union has rendered a verdict of censure, reprimand, suspension, expulsion, or revocation of membership, it shall not be enforced pending final decision if appeal be made as provided herein. Where a rejected applicant appeals in accordance with the provisions herein and the Executive Council sustains the appeal the local union shall obligate the applicant upon payment of proper fees and dues.

Sec. 36. A member who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council as provided herein: *Provided,* When a subordinate union has made specific provision in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract.

Sec. 37. All parties to an appeal, in cases where documents are submitted, are required to make affirmation as to the truth of their statements. The written signature of the parties in interest shall be considered as such affirmation.

Sec. 38. Either the appellant or respondent may appeal against decision of the Executive Council, or any

subordinate union affected as such by a decision or action of the Executive Council may appeal to the next succeeding convention of the International Typographical Union.

Sec. 39. The party or subordinate union desiring to appeal against a decision or action of the Executive Council shall give to the International Secretary-Treasurer notice of such appeal within sixty days of the date of the decision or action against which appeal is to be made: *Provided,* No such appeal shall be considered by a convention unless notice as herein provided shall have been given prior to the first day of the month in which the convention is held.

Sec. 40. Copies of all documents, evidence and arguments must be transmitted to the International Secretary-Treasurer within sixty days after notice of appeal shall have been given. All appeals to a convention must be in printed form and only the briefs, documents and evidence upon which decision of the Executive Council was based shall be presented to and considered by the committee on appeal: *Provided,* That appellant shall have the right to include in his printed appeal an argument based upon the decisions of the Executive Council from which the appeal is made.

Sec. 41. The appellant shall furnish to the International Secretary-Treasurer on or before the first day of the convention at which such appeal is to be considered, not less than four hundred copies of the appeal and the International Secretary-Treasurer shall supply to each delegate in attendance a copy of such appeal.

Sec. 42. In cases of appeal by a subordinate union, a member, or members against a decision or action of the Executive Council the decision or action of the Executive Council shall be complied with unless and until such decision or action shall have been reversed by the convention: *Provided,* If such decision or action of the Executive Council be not so reversed the decision or action shall be final and there shall be no further appeal therefrom.

Sec. 43. Any subordinate union, member, or members refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member or members refusing to accept and observe decision of a convention upon a matter that has been appealed shall be subject to summary suspension by the Executive Council.

Sec. 44. Any subordinate union, member, or members not satisfied with the judgment of the court of last resort (the convention of the International Typographical Union) and who seeks redress in the courts, shall be required to deposit with the Executive Council an approved bond sufficient to cover the costs entailed by the International Typographical Union in defending the action, and the same procedure shall be followed when any member or members seek an injunction against the International Typographical Union or its officers or any of its subordinate unions.

Sec. 45. In no case shall a member appeal to a civil court or any other agency for redress from an action by the union until he has exhausted his rights of appeal under the laws of the International Union. Any member who violates this section shall be liable to summary expulsion by the Executive Council.

Article V.—Charters.

Section 1. Application for charters must be made upon the form prepared therefor, which may be had upon request to any International representative, or will be furnished upon application to the President or Secretary-Treasurer of the International Typographical Union.

Sec. 2. Any person under the band of expulsion in a subordinate union can not become a charter member of another union.

Sec. 3. A union applying for a charter is required to submit its constitution and by-laws for examination and approval by the International President, also a list of its officers and members.

Sec. 4. Each person signing an application for a charter shall pay the sum of $5, $2 of which shall be transmitted to the Secretary-Treasurer of the International Typographical Union in payment for the charter and outfit provided for in sub-section d of section 4, article viii, by-laws.

Sec. 5. A charter shall contain as the official designation of the union the name of the city or town in which it is located and none other.

Sec. 6. Where a city is absorbed in the corporation of another, and a union exists in both, the smaller union shall be merged into the larger.

Sec. 7. A subordinate union has not the right to erase the names of charter members (who may have ceased to be union members from any cause) from their charters and substitute others in their places. The charters (as to names) must remain as issued by the International Union. This shall not operate to prevent a union attaching to such charter, on separate sheet, a sketch of the delinquency or degeneracy of any party whose name appeared thereon as a charter member.

Sec. 8. It is competent for a subordinate union to take a charter from any state within which it may be located, in order to protect itself in the possession of property and other legal rights, but the charter of the International Union is supreme, and governs in all craft matters where it does not conflict with the laws of the state or nation.

Sec. 9. A majority of a union can not by vote surrender its charter. A charter may be granted to eight applicants, and a union can not be dissolved while there are that number of members in good standing desirious of retaining the charter: *Provided*, That with consent of the Executive Council, two unions may consolidate by a two-thirds vote of each union; and *further provided*, that thirty days' notice of the proposed vote shall be given at a meeting of each union concerned.

Article VI—Discipline—General.

Section 1. In offices under the jurisdiction of the International Typographical Union the foreman is the only person to whom to apply for work, and any person securing work or attempting to secure work, in any department under the jurisdiction of the foreman, in any other manner than by application to said foreman, shall be deemed guilty of conduct unbecoming a union man, and, upon conviction before a trial board, shall be suspended or expelled, as three-fourths of the members may determine: *Provided*, That nothing in this section shall be construed to conflict with the rights of members holding situations to employ competent substitutes without consultation or approval of foremen.

Sec. 2. It shall be unlawful for any member of any subordinate union of the International Typographical Union to belong to any secret organization, oathbound or otherwise, the intent or purpose of which shall be to influence or control the legislation or the business of such

local union or the International Typographical Union, the selection or election of officers of such local or International Union, or the preferred or other situations under their jurisdiction. Any member guilty of a violation of this section shall, upon conviction of a first offense, be deprived of the right to hold office in the local or International Union; and upon conviction of second offense, shall be expelled. Any member belonging to, or aiding in the formation of, any organization dual to the International Typographical Union may be summarily expelled by the Executive Council without formal trial until proof of such fact satisfactory to the Executive Council. The failure (within 30 days of date of demand) of any member to declare under oath, his affiliation or non-affiliation with an organization declared dual by the Executive Council of the International Typographical Union, shall be deemed as proof that the member is affiliated with a dual organization. Any subordinate body of the International Typographical Union may be dissolved, or its charter revoked, or the International Typographical Union Executive Council may take full and complete charge of all the affairs of such organization when it is deemed necessary to protect the jurisdiction of the International Typographical Union. Notice by first class mail to last known address of any member from whom the Executive Council demands a declaration under this law shall be sufficient.

Sec. 3. Cashing of strings, or assignment of wages for any purpose, where an ultimate profit is received by members or others, is forbidden everywhere within the jurisdiction of the International Typographical Union, nor shall any member act as an agent for outside usurers. Printers' benevolent societies are not included in the operation of this act, if the society does not charge interest in excess of 1 per cent per week. Upon the presentation of charges, local unions shall try the issue and decide whether this section has been violated, and impose such penalties as may be deemed necessary.

Sec. 4. No member of a subordinate union shall be allowed to use the name or number of a local union or the name of the International Union as an imprint on commercial printing, or for any other purpose, without the sanction of the union.

Sec. 5. Any member of a subordinate union having wronged a sister union by the misappropriation of funds

shall have his card revoked by the union of which he is then a member, upon such union being notified of the misappropriation, under seal of the union, unless the delinquency is paid and forwarded to the union in which he is a defaulter.

Sec. 6. Any member of a union engaging to take a situation in the jurisdiction of another union at a lower rate of wages than the scale of prices of the latter union calls for, is guilty of ratting, even though the situation may not be obtained.

Sec. 7. It shall be a misdemeanor, punishable by expulsion, for one union man to make application for the position of another union man in any office.

Sec. 8. Any member who shall counterfeit or imitate the international due stamp or working card, or knowingly use such imitations or counterfeits, shall be fined not less than $50, or be expelled from this union, as the circumstances may warrant, after trial has been accorded the accused.

Sec. 9. It shall be unlawful for a member of any subordinate union of the International Typographical Union to perform a day's work in any office under the jurisdiction of the local union to which he or she may belong, and at the conclusion of the day's labor proceed to engage in active work at the case, or in a mechanical capacity, in another printing office in which said member is interested, financially or otherwise.

Sec. 10. When a vote is taken in a meeting of a subordinate union on a reduction of a scale, alteration of a scale, or any dispute as to the construction of a scale or in relation to the surrender of a charter, it must be by secret ballot, with white and black balls provided for the purpose—the white balls meaning "yea" and the black ones "nay." Any union violating this law shall be fined $10 for the first offense, and for the second offense its charter shall be suspended by the Executive Council, subject to the approval of the next session of the International Union.

Sec. 11. No member of a subordinate union shall be entitled to vote upon a proposed change in the scale of prices unless he has been a member of said union for the previous six months, and is in good standing, except where the union has been in existence for a shorter period; and it shall require a three-fourths vote, by secret

ballot, of such qualified members present at the meeting to change an established scale of prices.

Sec. 12. It shall require a majority vote at a regular meeting, or a special meeting called for such purpose, to adopt recommendation of a scale committee or to accept a counter-proposal received through conciliation.

Article VII.—Dues and Assessments.

Section 1. Every member, except those residing at the Union Printers Home, who shall be considered members in good standing (and who upon admission to the Home, may take the option of accepting payment of funeral and burial expenses, not to exceed $125, in the Home plot as a burial benefit and be exempt from mortuary assessment or claim the full benefit to which they would be entitled on payment of 35 cents each month, which amount must be paid and reported to the Secretary-Treasurer monthly), shall pay the International Typographical Union per capita tax and assessments for any given dues month on or before the tenth day of the next succeeding calendar month, and on payment of the same shall receive from the local union in which membership is held an International working card or due stamp so canceled by the local officers as to indicate the month or months for which International dues have been paid.

Sec. 2. The dues month of each subordinate union shall end on the last Saturday of the calendar month and members shall pay assessments for that dues month on all wages received during the dues month, regardless of the particular day of the week which may have been selected for pay day in any shop. Every calendar month having four Saturdays will be a four-week dues month and every calendar month having five Saturdays will be a five-week dues month.

Sec. 3. Every member must demand, and shall receive, on payment of the proper sum, due stamps or a working card for each month's dues paid. The card shall show the sum paid for per capita tax, local dues, old age pensions and mortuary assessments, and such other assessments as may be levied by the local or International Union, and the date of said payments. It shall be optional with subordinate unions to choose either the adhesive stamps or working cards hereinbefore mentioned, but in every instance an adhesive stamp shall be attached or a stamped working card issued for each month's dues paid, and the

stamp or card canceled to show the particular month's dues paid.

Sec. 4. The secretary of each local union shall make an itemized report each month to the Secretary-Treasurer of the International Union, showing the amounts of local dues, per capita tax and assessments collected from each member, the date when each member paid his dues and the dues month for which payment was made. The names of members shall be arranged in alphabetical order in the itemized report, except that where collection is made by chapels, the report may be arranged in alphabetical order by chapels. The itemized report and the stamp report required by Section 18, Article XX, By-Laws, for any dues month shall be transmitted to the Secretary-Treasurer of the International Union on or before the 20th day of the succeeding calendar month.

Sec. 5. In cases of members holding traveling cards and so situated as not to require active affiliation with any subordinate union, the per capita tax and assessments shall be collected by the proper officer of the union in which said traveling card is deposited or presented for renewal, and the amount so received shall be shown on the card issued by affixing the payment of monthly per capita tax and assessments in regular sequence; and the secretary of the union shall report to the Secretary-Treasurer the amounts collected for each month in the same regular sequence.

Sec. 6. Any member who is not in possession of an International working card for the current month, or to whose card International due stamps showing all dues up to the current month have to have been paid, as provided in section 1, are not attached, shall be deemed as delinquent to the International Union, and shall not be entitled to any benefits or to be a candidate for any office in the International Typographical Union.

Sec. 7. Members of subordinate unions or members holding traveling cards shall stand suspended when four months in arrears for local or International dues or assessments. Members suspended for non-payment of dues shall have no standing in the organization and shall not be entitled to benefits.

Sec. 8. It shall be the duty of subordinate unions, on request of a member who is sick or disabled, and who

shows that he is in destitute circumstances, to protect his membership in the organization during such sickness or disability, the local union shall be reimbursed for this expenditure by the member benefited after recovery.

Sec. 9. Local dues shall be charged from the first day each month, except in cases where the member has paid the current month's dues, or in instances where the percentage system applies. In cases where members deposit traveling cards showing International per capita tax to have been paid in advance, local unions when collecting dues shall allow full credit for the amounts so paid.

Sec. 10. No member of a subordinate union shall be allowed to pay dues in the jurisdiction of one union while working under that of another; and no subordinate union shall receive dues as aforesaid. Dues of right belong to the union under whose jurisdiction the party is working.

Sec. 11. No subordinate union shall have authority to assess its members for payment of life insurance premiums.

Sec. 12. Dues and assesments must be paid on all money deducted for group insurance, pensions of any nature, employment insurance, money received as a bonus, on vacation leave, gift or gratuity for services performed at the printing trade.

Article VIII—Duties of International Officers.

The President.

Section 1. The President shall attend and preside at all conventions of the International Typographical Union during his term of office; he shall have the casting vote whenever there shall be an equal division on any question, except where he shall have voted on the call of the yeas and nays.

He shall require a faithful performance of duties on the part of all officers and a strict and businesslike manner of keeping all accounts, paying out money, and conducting correspondence.

He shall see that all moneys belonging to the International Union are properly deposited in responsible banks, in the names of the President and Secretary-Treasurer as such, and money shall be drawn from such banks only by check signed by the President and Secretary-Treasurer, and only then when both officers are fully satisfied that

such money is lawfully and justly due the person for whose benefit the check is drawn.

He shall, with the approval of the Executive Council, appoint all necessary representatives, shall oversee and direct the operations of representatives, and shall, when necessary, visit such places as may require his presence or personal attention.

He shall establish and maintain a statistical bureau in the International office for the purpose of compiling information and statistics relative to the printing trade and general economic conditions, such data to be at all times available for use by subordinate unions.

He shall direct and maintain a bureau of education, which, in addition to the preparation of educational material for apprentices, shall prepare and sell, to members only, a course in advanced composition and such other educational material as may equip members to master new operations which come under the jurisdiction of the International Typographical Union.

He shall direct and maintain a label bureau, which shall aid subordinate unions in the work of creating a demand for the use of the union label upon all printed products and publications.

He shall be the representative of the International Typographical Union to the International Allied Printing Trades Association, and shall appoint such other representatives to the maximum number to which this union is entitled.

He shall, before accepting the official bond of any officer, be satisfied that such bond is valid and in proper form, and for that purpose he is empowered and instructed to take competent legal advice upon the matter; he shall in case of his mismanagement or misappropriation of any funds of this union by any official charged with the custody, collection and disbursement thereof, at once proceed to collect the same from the official in default, or, in the event of the failure of such official to make good such deficiency, institute legal proceedings against such defaulting officer and his sureties.

Should inaccuracies appear in the report of the auditing committee of a local union, or if the International President has reason to believe there is a shortage or misappropriation of funds, he shall designate a representative to take charge of the financial affairs of such subordinate

union and may appoint a certified accountant to make examination and audit the books and accounts of said union. The certified accountant so employed shall be authorized by the International President to take possession of all financial books, records and accounts of said subordinate union and make such audit and file such report as directed by the International President. The report and findings of the certified accountant shall be filed with the president of the subordinate union by the President of the International Union. The president of the subordinate union shall proceed in the civil or criminal courts or in accordance with the laws of the International Union governing charges and trials, as the facts appear to warrant. The subordinate union shall bear the expense of the audit and prosecution of those responsible for the shortage or misappropriation.

Sec. 2. The president shall issue monthly a publication to be known as The Bulletin which shall contain statistical material; factual data; information helpful to local unions, the members thereof; to scale committees and boards of arbitration. There shall also be printed in The Bulletin decisions the Executive Council rendered on appeals. Such official Bulletin shall not exceed forty pages in size and shall be supplied to the president and secretary of each subordinate union; to the chairman of any scale committee requesting the same and in so far as possible to the chairman of chapels of ten or more members.

Vice-Presidents.

Sec. 3. The Vice-Presidents shall perform such duties as are set forth in the constitution and as may be required by law. In the performance of duties assigned by the Executive Council, as provided in section 3, article vi, of the constitution, Vice-Presidents shall be under the direction and control of the President.

Secretary-Treasurer.

Sec. 4. The Secretary-Treasurer shall act as the financial officer of the International Typographical Union and as secretary of the conventions of this union.

(a) *Conventions.*—He shall have the reports of the officers of the International Typographical Union printed in pamphlet form, and a copy of such reports shall be

nailed to every delegate-elect as soon as possible previous to the assembling of the convention; he shall publish in the July number of The Typographical Journal, as a part of the regular edition, the annual reports of the officers; he shall furnish each subordinate union, prior to the election of delegates, with two (or more where needed) copies of blank delegate certificates of election; he shall make a just, true and complete record of each and every day's proceedings, to be printed and laid on the desks of delegates each morning during the sessions of the convention; he shall, immediately after the final adjournment, cause the same to be made up in the form of The Typographical Journal, and published with a regular edition of that paper as early a date as possible; he shall, in connection with the President, compile and publish in uniform size, within sixty days following the canvass of the vote on amendments submitted to the membership after each convention, a Book of Laws, containing the Constitution, By-Laws, General Laws and Convention Laws of the International Typographical Union, also the Constitution, By-Laws and Rules of Government of the Union Printers Home, and distribute copies thereof to local unions in sufficient numbers to supply their full membership.

(b) *Funds.*—He shall procure interest whenever possible on all funds deposited by him on the direction of the Executive Council, and cover the same into the treasury of the International Union; he shall have the custody of all bonds, to secure the deposit of the funds of the International Union; he shall draw moneys from bank only by check signed by the President and himself; he shall require all bills against the International Union be itemized, and shall only pay such bills as are in accordance with the order of the International Union direct, or its laws, and after approval of the President; he shall have the books of deposit with all banks balanced at the end of each calendar month; he shall submit all his books and accounts to the expert accountants twice a year; he shall send all receipts for money received from financial officers of subordinate unions to the disbursing officers of said unions, acknowledging, by postal or otherwise, the receipt thereof to presidents of such subordinate unions, stating what month the payment is for, the amount and by whom sent; he shall at least once each month transfer and pay over all moneys by him held to the credit of

the Union Printers Home fund, to the Secretary-Treasurer of the Union Printers Home corporation, and shall take his receipt there-for; he is authorized to pay the assessments of the American Federation of Labor as they fall due; he is authorized to pay to the Canadian Trades and Labor Congress a per capita tax at 1½ cents monthly on all members of the International Typographical Union in good standing in the Dominion of Canada; he shall keep a file of the bonds of the fiduciary officers of subordinate unions and notify the president and secretaries of such unions that said bonds are about to expire thirty days previous to such expirations; and he shall keep at headquarters a set of books in which shall appear the names of all of the members of the International Typographical Union, together with the sum of money paid by each as per capita tax and assessments to the International Typographical Union in monthly sequence, as reported by the secretaries of subordinate unions, and these books shall show the standing of the members in the organization.

(c) *The Typographical Journal.*—He shall publish in The Typographical Journal: A sworn statement of the balances of his bank books of deposit monthly; a full monthly statement of receipts and disbursements of all kinds; on or before the first of each month a list of arrearages of subordinate unions, and if said arrearages are not paid within thirty days thereafter the presidents of all such unions shall then be officially notified; he shall exclude from the columns of The Journal all communications or other matter impugning the motives or reflecting upon the honesty of members of this union; he shall provide for the President and for each member of the Executive Council, a department in which each of the officers, without interference or censorship, may discuss or present to the membership any matter or topic pertaining to the business or interest of the membership of this union: *Provided*, It shall be unlawful to use this department to promote or oppose the nomination or election of any candidate or candidates for International office, and it shall be unlawful to permit correspondence of a political nature to appear in The Typographical Journal.

(d) *Supplies.*—He shall furnish subordinate unions with bound copies of the Union Traveling Card, in books of 25, 50 or 100 cards, as may be desired, at the rate of

$3 per hundred upon application; blank books for traveling cards received and issued, and blank application for the mortuary benefit; he shall prepare a "charter outfit," to include books, blanks and seal, and a form of "Petition for Charter," and no charter shall be granted unless presented on this form.

(e) *Miscellaneous.*—He shall conduct all his business, correspondence, etc., in a prompt and systematic manner, keeping files, etc., of all documents, and copies of all correspondence; he shall have power to procure all necessary printing required by the officers in conducting the official correspondence and other business of the union, and shall employ such assistants as shall be deemed necessary by the Executive Council.

(f) *Membership Record and Register Number.*—He shall establish and maintain in his office a complete record of all journeymen active members of the International Typographical Union. This record shall contain the age of each member, the date of his initiation, where initiated; the date and cause of suspension or expulsion, the date of reinstatement or re-initiation, together with the date of death and such other matter as may be deemed necessary by the Executive Council to determine the continuous membership of any member of the International Typographical Union. Every member shall furnish on a blank provided for his use the date of his birth, the date of initiation and such other statistics as are necessary to show clearly the length of his continuous membership. The membership statements filed with the SecretaryTreasurer are only for the use and information of the officers of the International Union in the payment of benefits contingent upon continuous membership. The Secretary-Treasurer of the Internation Union is hereby authorized and instructed to refuse to make public the record of any member except as the business of the International Union may require. Every member shall be assigned a register number by the Secretary-Treasurer of the International Typographical Union, and he shall thereafter be officially known by such register number. Such books as are necessary for the use of local unions in keeping a proper record of their members, and the payments of dues and assessments made by such members, shall be kept in stock by the Secretary-Treasurer of the International Typographical Union and sold

to local unions at a price to be determined by the Executive Council: *Provided*, It shall not be obligatory upon the part of local unions to purchase their record books from headquarters. Any local union desiring to do so shall have the privilege of printing its own record books and arrang them so as to permit of the keeping of data in addition to that required by the International Union.

Executive Council.

Sec. 5. Meetings of the Executive Council shall be held on the call of the President in such city at such place and time as the President shall direct for the transaction of such business as may be properly placed before the Executive Council for consideration. Such notice may be either verbal or written. Notice of meetings shall be given through the International Secretary-Treasurer and whenever so directed by the President, notice to three members shall be sufficient. At any meeting of the Executive Council three members, two of whom shall be the President and Secretary-Treasurer, shall constitute a quorum. The vote of three members of the Executive Council shall at all times be necessary to decide any question, approve or disapprove any matter properly brought before it for consideration and decision. Any action supported by three members shall be accepted as an action of the Executive Council of the International Typographical Union: *Provided*, The Executive Council shall not take action or render a decision which shall interfere with the duties or obligations specified for the President or Secretary-Treasurer in the constitution.

Sec. 6. Appeals and other questions requiring action by the Executive Council may be submitted individually to members in document form and the vote recorded in the same manner and with the same effect as hereinbefore provided.

Sec. 7. The Executive Council shall have jurisdiction over and shall decide all appeals against a decision or an action of a subordinate union; all disputes or differences arising between subordinate unions; controversies and differences between employers and subordinate unions.

Sec. 8. The Executive Council shall have authority to interpret and enforce contracts and agreements; interpret and construe the laws of the International Union and

subordinate unions; and it shall have authority to enforce such interpretation and construction unless and until reversed on appeal as herein provided. It shall have the power and jurisdiction to decide all questions properly brought before it relating to the business and affairs of the union. It shall have such further powers and perform such other duties as may be set forth in the constitution and laws.

Sec. 9. Any member affected by a decision or action of the Executive Council, or any aggrieved subordinate union, shall have the right to appeal to the next succeeding convention of the International Typographical Union.

Representatives.

Sec. 10. It shall be the duty of each representative to correspond with or visit such town or places where no union exists and there are printers or allied craftsmen at work, as the President may direct, with a view to encouraging them to embrace unionism. He shall examine the books and business methods of such unions as he may visit, and shall recommend to said unions any changes that will tend to safeguard the finances or facilitate the business of the union; *Provided, however,* That no International representative shall take charge of the affairs of a local union until so requested by said subordinate union.

Article IX.—Election of International Officers.

Qualification of Candidates.

Section 1. The qualification of candidates for office in the International Typographical Union shall be as follows: 1. Membership in the International Union and in continuous good standing for at least one year previous to making a declaration as candidate and previous to the acceptance of the nomination ("continuous good standing" means that a member must have paid his dues and assessments each month as provided by International law), and freedom from delinquency of any nature to the International or subordinate unions. 2. Membership in a subordinate union which has paid per capita tax and discharged all other financial obligations due this International Union. 3. For Third Vice-President, membership in a mailer's union. 4. Candidates for office in trade district unions who, by virtue of their office, become officers

of the International Union, shall, in addition to the preceding qualification, be subject to the qualifications provided for in the laws of their respective trade district unions.

Declaration of Candidacy.

Sec. 2. Members of subordinate unions who desire to be candidates for office in the International Typographical Union shall announce such candidacy in the December and January issues of The Typographical Journal preceding the date fixed by law for the making of nominations. Candidates when making such announcements shall accompany the same with a certificate signed by the president and secretary of the local union to which they belong, and bearing the seal of the union, certifying that they have been in continuous good standing for one year previous to November 1 of that year. Announcements shall not exceed in space four lines of six-point type the full width of one column of The Typographical Journal, and shall contain the following:

Name .....
Candidate for.....
Member of.....Union No.....
Continuous active member for.....years.

These announcements shall be properly classified under the heading of "Candidates for International Offices," and shall be further classified under appropriate sub-headings designating the office for which the member is a candidate, and this publication shall be an official notification to the officers and members of subordinate unions of the candidacy of such members for the office designated.

Nomination of Candidates.

Sec. 3. Subordinate unions may nominate at the regular meeting in February one candidate for each elective office. Nominations shall be made by ballot and the names of all members who have announced their candidacy as is provided in the preceding section shall appear thereon. Candidates for President, First Vice-President and Secretary-Treasurer who receive a majority of the votes cast shall be recorded as having received the endorsement of the union. Candidates for other offices who receive the highest number of votes shall be recorded as having received the endorsement of the union. It shall be the duty

of one of the secretaries of each subordinate union taking action to immediately notify the Secretary-Treasurer, who is directed to close nominations at 12 m. (noon) on March 8, those received after that time to be disregarded; the Secretary-Treasurer shall publish in the April issue of The Typographical Journal a list of nominees and nominators, declaring the five candidates for each office who have been supported by the largest number of unions as nominees for the offices for which they were respectively named: *Provided*, That candidates for the office of President, First Vice-President and Secretary-Treasurer shall have at least fifty endorsers, and all other candidates, except those for offices allotted to the allied crafts, shall have at least twenty endorsers. Candidates for offices alloted to the allied crafts shall have at least five endorsers.

Sec. 4. Within forty-eight hours after closing of nominations, the Secretary-Treasurer shall mail notices of their nominations to all eligible candidates, and each candidate so notified shall on or before 12 M. (noon) of March 25, inform said Secretary-Treasurer of his acceptance of the nomination. Each candidate, when sending notices of acceptance of a nomination, shall also file with the Secretary-Treasurer a statement that he or she has been in continuous good standing for one year previous to March 1 of that year, and said statement shall be attested by the president and secretary of the local union, with the seal of the union attached. On failure to comply with this law it shall be the duty of the Secretary-Treasurer to strike the delinquent's name from the list, inserting in lieu thereof the name of the next eligible candidate. He shall also forward with his acceptance of the nomination, if he desires to use the space allotted him; his letter for the April issue of The Typographical Journal provided for in the following section.

Sec. 5. Candidates who have received the requisite number of endorsements and who have filed their acceptance of the nomination for office sought shall be entitled to space in the April and May issues of The Typographical Journal for the publication of reasons and arguments in support of their candidacy, such matter to be personally prepared by the candidates, and no candidate shall issue, or sanction the issuance of, any other literature or printed matter in his behalf, unless signed

by the candidate or three members in good standing of the International Typographical Union: *Provided,* That the letters of candidates for President, First Vice-President, Second Vice-President, and Secretary-Treasurer shall not exceed two thousand words each; letters from candidates for other offices shall not exceed three hundred words each: *Provided further,* That the letters of all candidates shall be subject to and governed by sub-section c, section 4, article viii, of the By-Laws. It shall be the duty of the Secretary-Treasurer to properly arrange the letters of all candidates under a general heading of "Political Section," and sub-classify them under appropriate heading designating the office and the candidate in whose interest the publication is made. All such matter shall be set in type uniform in size and style with the general body type of The Typographical Journal. The "Political Section" herein provided for shall appear in The Typographical Journal for the months of April and May preceding the election.

Sec. 6. The Secretary-Treasurer shall, as soon as possible after the foregoing provisions have been complied with, prepare and have printed ballots containing the names of all candidates who have qualified: (a) Names shall be arranged according to the number of nominations received. (b) When a tie occurs the name shall be drawn by lot. (c) Each candidate's name by the name and number of the union of which candidate is a member. (d) The ballot shall bear the official seal of the International Typographical Union. (e) The ballot shall be so constructed that a voter can with ease designate his or her choice by making cross (X) opposite the names of candidates for whom he or she desires to record his or her vote. (f) The International Secretary-Treasurer shall supply to secretaries of subordinate unions a sufficient number of ballots, free of cost, that all members of each subordinate union shall have opportunity to vote. (g) He shall also have prepared and supply to local secretaries two tally sheets. (h) He shall also have prepared and supply to local secretaries one envelope of proper size to carry the tally sheet, which envelopes shall be addressed to the International Secretary-Treasurer. (i) The return envelope shall have printed thereon in plain type the following words: "This envelope contains only election returns from Typographical Union

No.—." (j) The necessary election supplies provided for herein shall be prepared before April 20 of year in which election of International officials occurs. (k) No ballots shall be used at such elections except those issued by the International Secretary-Treasurer in accordance herewith.

Sec. 7. In event of death of any candidate for President, Secretary-Treasurer, First Vice-President, Second Vice-President, or Third Vice-President regularly announced in the December or January issues of The Journal, or in the event of a vacancy because of death of any candidate on the official ballot for the above-mentioned offices, such vacancy may be filled by petition of fifty subordinate unions in the case of President and Secretary-Treasurer, and twenty subordinate unions in the case of First Vice-President, Second Vice-President and Third Vice-President; action by local unions to be taken at regular meetings or special meetings called for the purpose; and the Secretary-Treasurer shall be notified immediately, as provided in section 3, governing nominations for office, at the union meetings held in February. The notification from subordinate unions of their nomination of a candidate or candidates by petition under this section must be in the hands of the Secretary-Treasurer not later than 12 M. (noon) the first Wednesday of May preceding the election: *Provided*, Subordinate unions which appear as endorsers of one candidate eligible to a place on the official ballot shall not be eligible to petition on behalf of another candidate for the same office under the provisions of this section.

Elections.

Sec. 8. Elections shall be held on the third Wednesday in May: *Provided*, That local unions may by law fix hours during which ballot boxes may be open for the purpose of voting at any time between midnight of the Tuesday preceding the third Wednesday in May and 12 noon the following Thursday. (a) Subordinate unions must provide opportunity for their members to cast their ballots in accordance with the election laws of the International Typographical Union: *Provided*, That in chapels of 10 or more where a member is off on Wednesday he may procure his ballot no earlier than Tuesday at 8:00 A. M. and where off both Tuesday and Wednesday he may procure

his ballot no earlier than Monday at 8:00 A. M. and place it in a sealed envelope containing a chapel seal on it and then personally deposit it in the official ballot box in the presence of a duly elected member of the chapel election board as provided in sub-section "e" below. (b) Subordinate unions shall establish within their jurisdictions a voting place centrally located and easily accessible to be known as the secretary's chapel and to be in charge of at least three members of the union, elected by the union, to be known as the election board of the subordinate union. Secretaries of subordinate unions shall not distribute official ballots to individual members in advance of the day of election except in the cases provided for in sub-section "a" above. Ballots shall be delivered only to the election board and to members authorized to receive same where necessary to take the vote in chapels. (c) Members not attached to any chapel shall cast their ballots in the secretary's chapel. Members in chapels of less than ten members may cast their ballots in the secretary's chapel or subordinate unions may regulate by law the method of taking the vote in chapels of less than ten members. (d) Each member entitled to vote shall be provided with a clear unmarked ballot and given full opportunity to privately mark and personally cast same in a sealed box provided by the union for that purpose. (e) In chapels with a membership of ten members or over the vote must be taken in the chapels, tabulated by a board of not less than three members of the chapel elected by the chapel. Such board shall make return of the chapel vote, together with all used and unused ballots, to the election board of the subordinate union within twelve hours after the close of the poll. Chapel election boards shall post in their respective chapels a duplicate of the return sheet sent to the local election board. (f) Local election boards shall post the total vote received by each candidate in their respective unions in a manner that may be available to all interested members. (g) A copy of the returns made to the Board of Electors shall be preserved in the records of the subordinate union. (h) The accredited representatives of any candidate for an international office shall be admitted to the polls of any subordinate union, either printers or mailers, and shall upon demand be furnished with a copy of the list of voters. They shall be allowed to check the list as the votes

are cast, to observe the method and manner of voting and casting the ballots and shall be allowed to be present and observe the counting and tabulating of the votes. Such representatives shall be members in good standing of the International Typographical Union.

Sec. 9. Any subordinate union refusing or neglecting to hold an election as required by this law shall be disciplined as the Executive Council may direct.

Sec. 10. Local unions are instructed that, in canvassing the returns of their members, no votes shall be counted other than those recorded on official ballots furnished by the Secretary-Treasurer of the International Typographical Union.

Sec. 11. No member of a subordinate union shall be eligible to vote for local officers unless he has been a member of said local for not less than thirty days previous to said election, and must be in good standing: *Provided*, That subordinate unions can require a longer length of membership, not to exceed ninety days, except where a local has been in existence a shorter period.

Sec. 12. All members residing at the Union Printers Home, constituting the Union Printers Home Chapel, shall be permitted to vote in all International Union elections and referendums. At the April meeting of the Union Printers Home chapel nominations shall be made for six members to act as an election board, the vote for the said nominees to be taken within two weeks of said nominations. (Provided, however, that should the chapel at any time, or for any reason, fail to act as above provided; or should said chapel at any future date be dissolved or declared nonexistent, the Superintendent shall call a meeting of residents not later than May 1 preceding the International Union election to nominate candidates for such board of elections and set a date for its election.) The member receiving the highest vote shall be chairman of said board, and make arrangements with the Superintendent for an adequate central polling place; notify the residents by placing notices on the bulletin boards of the date, time and place for voting of those residents physically able to repair to such central polling place to cast their ballots, and shall appoint three members of such duly elected board to canvass the hospitals and sanatorium to receive and record the votes of those members

who, by reason of their illness or affliction, may be confined therein, to the end that no one may be deprived of the privilege of voting. If such confined member, through illness or affliction, is unable to mark his ballot, he may request the assistance of a member of the canvassing board, who shall thereupon read the complete list of candidates for each office, as they appear on the official ballot and mark the ballot in the presence of another member of the election board according to the express wish of said ill or afflicted member, reading back to the elector the ballot as marked. At the close of the polls the entire board shall count the ballots and make the returns upon the tally sheets furnished by the International Secretary-Treasurer, and forward same in sealed envelopes, furnished for that purpose, to the International Board of Electors by registered mail. All sections of the by-laws governing the holding of any election, not in conflict with the foregoing are to be followed. Payment for the services of such Home election board shall be made from Home funds, and be fixed by consultation between the Supterintendent and chapel chairman, but in no case less than $6 nor more than the maximum scale of Colorado Springs Typographical Union No. 82 per day per member.

Sec. 13. The president and secretary of each subordinate union shall forward to the International Board of Electors within forty-eight hours a true copy of the vote of the subordinate union, such returns to be made under the official seal of the union: *Provided*, That unions of over 2,000 members may make return within seventy-two hours after the close of balloting. Such returns shall be made upon the tally sheets furnished by the International Secretary-Treasurer and be forwarded in envelopes likewise furnished. Nothing other than the return of the vote by the local union shall be enclosed in such envelope.

Sec. 14. Ten days prior to an election, the Secretary-Treasurer shall send to each subordinate union official return sheets in duplicate and an official election return envelope, to be addressed to the "Board of Electors, International Typographical Union, Lock Box ——, Indianapolis, Indiana."

Sec. 15. It shall be the duty of the International President and Secretary-Treasurer to secure, prior to the date of any International election, a postoffice lock box

to which the returns shall be mailed. The President and Secretary-Treasurer, or their representatives, shall take the returns from the lock box each day and deposit them in a securely locked box at headquarters, making a check sheet of each envelope received.

Sec. 16. The board of electors shall be composed of one representative of each of the two candidates for President and Secretary-Treasurer having received the greatest number of endorsements and the candidate for First Vice-Presient having received the greatest number of endorsements, such representatives to be certified to the Executive Council ten days prior to the date of the election. The official representative of the candidates herein specified shall be paid $15 per diem while so acting, but in no event for a longer period than twelve days.

Sec. 17. It shall be the duty of the board of electors to meet on the tenth day following an International election, organize by electing a chairman and in the presence of the International President and Secretary-Treasurer, open the box containing the election returns from subordinate unions and begin the canvass of the vote. Upon completion of such canvass, the board of electors shall submit a notarized report to the International President and Secretary.

Sec. 18. The board of electors as constituted by this article shall have custody of the returns during the period of the canvass and may designate the manner in which such returns are to be preserved following completion of the canvass and the period of preservation.

Sec. 19. The board of electors shall not count votes cast by subordinate unions that have not complied with the provisions of section 13 of this article. (a) The vote of unions situated at such a distance from headquarters that the returns can not reach headquarters in the prescribed time shall be counted if they are received before the canvass of the vote is complete. (b) The board of electors shall make a distinct announcement of the successful candidates, who shall assume office beginning on the date provided in the constitution, section 3, article v. (c) Any candidate for a place on the Executive Council shall be entitled to have one representative present at all sessions of the board of electors during the time returns are being canvassed and its report formulated.

Sec. 20. The report of the board of electors shall be printed in detail in The Typographical Journal.

Sec. 21. Candidates for President, First Vice-President, Second Vice-President and Secretary-Treasurer who receive a majority of all votes cast shall be declared elected. For all other offices, candidates who receive a plurality of all votes cast shall be declared elected. In the event no candidate for President, First Vice-President or Secretary-Treasurer receives the majority necessary to elect on the first ballot, the board of electors shall direct the Secretary-Treasurer to prepare and issue ballots containing the names of the two candidates who receive the largest number of votes and subordinate unions shall hold an election on the fourth Wednesday in June, the election to be conducted in the same manner and the result to be certified in the same way as obtained in the preceding election. When there is a tie vote between candidates for any office other than President, First Vice-President and Secretary-Treasurer the decision shall be by lot in a manner to be determined by the tied candidates.

Sec. 22. Unions competent to nominate candidates for Vice-Presidents alloted to branches of the trade other than printers shall be restricted to those composed of members engaged at the respective trades.

Voters, Qualifications and Restrictions.

Sec. 23. The qualifications of voters shall be: (1) Possession of a current working card, and freedom from delinquency of any nature to the International or subordinate unions. (2) Membership in a subordinate union which has complied with section 5, article ix, Constitution, by paying April per capita tax and pension and mortuary assessments on or before May 20. (3) Members working in localities in which no local union exists, and who are in no way indebted to the International Typographical Union, shall have the same rights as other members on all matters submitted to the referendum. The Secretary-Treasurer shall see that such members are given the opportunity to exercise this right.

Sec. 24. Every member of the International Union shall be entitled to a vote for all officers, except as otherwise provided.

Sec. 25. Every member of the International Typographical Union in good standing shall be entitled to vote on all propositions submitted to the referendum.

Sec. 26. Subordinate unions have not the right to require that their members shall hold regular situations before they shall be entitled to vote or hold office.

Sec. 27. Any candidate for any office within the gift of the International Union or any subordinate union who shall pay, or offer to pay the dues and assessments of any member of the union for the purpose of making such member eligible to vote, shall be deemed guilty of bribery and shall be punished as the International or local union may direct.

Sec. 28. Members shall be allowed to vote but once at an election of International officials: *Provided*, That if those charged with the conduct of the election by a subordinate union, or any of them, have reasons to believe that a member has voted under the jurisdiction of a sister union, or any member challenges his right to vote on account of his having exercised that right previously, he shall be permitted to vote on signing the following: *"I hereby declare on my honor that I have not voted for International officers at this election, and I make this declaration ith a full knowledge of the fact that misrepresentation renders me liable to discipline."*

Tampering with Elections.

Sec. 29. Any member convicted of misrepresenting returns, altering, mutilating or destroying deposited ballots, or voting fraudulently or illegally, or of intimidating others by threats or otherwise interfering with a member in the exercise of his or her right to cast his or her ballot, shall be punished as the local union may determine; in no case shall the penalty be less than a fine of $25 and the member so convicted shall forever be disqualified for either elective or appointive office within the jurisdiction of the International Typographical Union. It is further provided that for the purpose of preserving the purity of elections and integrity of this law the Executive Council, all other laws or parts of laws to the contrary notwithstanding, is empowered to proceed against an alleged offender and mete out punishment as in the opinion of a majority of the council is just and equitable.

Obligations for Officers.

Sec. 30. Incoming elective officers of the International Typographical Union shall subscribe to the following obligations:

I (give name) hereby solemnly and sincerely swear (or affirm) that I will perform all the duties of the office to which I have been elected to the best of my ability and will ever uphold the integrity of the International Typographical Union and strive for the advancement of its members.

Delegates and Alternates.

Sec. 31. No member of a subordinate union shall be eligible to election as delegate or alternate to the International convention unless he or she have been a resident member of and in good standing in such subordinate union at least six months immediately preceding the date on which said election is held, but this latter qualification shall not apply to the delegate or delegates, alternates of a union organized within a less period than six months.

Sec. 32. No member of a subordinate union shall be allowed to vote for delegate to the International Typographical Union convention unless his or her card shall have been deposited with the secretary thirty days preceding said election. Subordinate unions have not the right to extend the period fixed by this section.

Sec. 33. The election of delegates and alternates to the International Typographical Union convention shall be held on the third Wednesday in May preceding the meeting of the convention in accordance with section 8, article ix, sub section (d), by-laws. In case where a tie vote for delegate or alternates is declared another election shall be immediately ordered by the local officers.

Sec. 34. The number of delegates to which a union shall be entitled must be determined by the average membership on which it paid per capita tax during the twelve months immediately preceding the issuance of the call.

Sec. 35. At the same time delegates to the International Typographical Union convention are elected, subordinate unions shall elect the same number of alternates, who, in case of death or inability of said delegates to act,

shall be entitled to the full power and privileges accorded delegates.

Sec. 36. The delegates chosen to attend the convention of this union shall hold office until the election of their successors, and in case of vacancies subordinate unions are authorized to at once proceed to elect a delegate or delegates as successor or successors. Each delegate must be furnished (for presentation to this union) with a certificate of election, duly authenticated by the seal of his subordinate union, according to the following form, viz.:

To the International Typographical Union of North America:

We Hereby Certify That ..... *being qualified as required by section 31, article ix, of the International By-Laws, was legally elected delegate from this union to the International Typographical Union convention, on the ..... day of ....., 19....., his term of office to begin on the first day of the next convention of the said union to be held at .....*

Given under our hands and seal of the ..... Union No. ..... this ..... day of ..... A. D. ..... 19.....

[Seal] .....*President.*

.....*Secretary.*

.....*Delegate's Signature*

Sec. 37. Return (under seal) of such delegates-elect and alternates must be mailed to the Secretary-Treasurer within forty-eight hours after election.

Sec. 38. The expenses of said delegates to the convention of this union shall be defrayed by the subordinate unions they respectively represent.

Sec. 39. The Secretary-Treasurer, before the meeting of the International convention, shall prepare a roll of the delegates-elect, and place thereon the names of those persons, and such persons only, as shall be shown to have been elected in accordance with the laws of the International Union and of subordinate unions, as certified by secretaries of subordinate unions. In cases of contests, the delegate having credentials in proper form shall be seated, but the names of the parties claiming election shall be submitted to the International convention for final decision on the contest or protest. Where unions have not complied with the laws of the International Union the names of delegates from such unions shall also be submitted.

Sec. 40. No delegates shall be entitled to vote in the convention of the International Union whose union has not previously paid over to the proper officers of the International Typographical Union the per capita tax and all indebtedness of his union. No member of a subordinate union shall be eligible to election as delegate whose wearing apparel does not bear at least five union labels.

Sec. 41. Any subordinate union may by such vote of members present as local by-laws provide (which shall not be less than three-fourths majority), instruct its delegates to a convention of the International Typographical Union at any regular meeting after election of delegates and previous to said convention: *Provided,* Notice of such action has been given at a previous meeting.

Article X.—Fiscal Year.

Section 1. The fiscal year of this union shall commence on the twenty-first day of May, and end on the twentieth day of May in each year.

Article XI.—Funds and Revenue.

Section 1. The Secretary-Treasurer shall prepare and sell to subordinate unions, through the proper officers, at a face value equal to the monthly per capita tax of the International Typographical Union, adhesive stamps, and working cards with stamps of equal value printed thereon, to be known as International due stamps and working cards.

Sec. 2. The Executive Council shall take immediate steps to secure the funds of the International Typographical Union in excess of $50,000 (the amount of the bond of the Secretary-Treasurer), by investing such excess in bonds of the United States, or in approved, non-taxable state, county, township, city or school bonds, and said investments to be made by the President and Secretary-Treasurer under the order of and with the approval of the Executive Council: *Provided,* That if the Executive Council deems advisable, it may order the President and Secretary-Treasurer to deposit the funds of the International Typographical Union in any reputable bank or banks to be selected by the Executive Council, and accept as security for such deposits bonds from any approved

surety company of good reputation, and such deposit bonds shall be made payable to the President and Secretary-Treasurer and their successors as trustees for the International Typographical Union and its members, and for any breach of said bonds the President and Secretary-Treasurer and their successors shall be authorized in their name as such President and Secretary-Treasurer as trustees for the International Typographical Union and its members to bring suit against any defaulting bank and its surety or sureties.

Sec. 3. The moneys of this union used for defensive purposes shall be drawn on only for the following objects: For the sustaining of legal strikes or lockouts of subordinate or affiliated unions; for the payment of expenses of officers or representatives of this union when engaged in the settlement of disputes or the formation of new unions, and for such other purposes, relating strictly to the business of this International Union, as the Executive Council may deem wise or necessary.

Sec. 4. Whenever a union which has complied with all laws shall have within its jurisdiction a lockout, strike or other trouble of like nature, it shall be entitled to such assistance as the Executive Council shall deem necessary or as shall be directed by the International Union laws to meet such cases.

Article XII.—Honorable Withdrawal Cards.

Section 1. Members in good standing who cease to work at the business shall be entitled to the withdrawal card issued by this union, which exempts them from the payment of all dues, and deprives them of all offices and benefits whatsoever. Application for withdrawal cards shall be granted or denied by vote of the local union of which applicant is a member. An honorable withdrawal card shall not be issued unless applicant shall have been fully informed in writing by an officer of the local union as to any rights he may have under Section 6, Article VII, and Section 1, Article XVIII, By-Laws.

Sec. 2. The withdrawal card shall contain on its obverse side the following words:

International Typographical Union.

....., 19.....

This Certifies That ..... the

holder hereof, was at this day and date a member in good standing of the International Typographical Union, and at his request is granted this Honorable Withdrawal Card, which exempts him from all dues or taxes whatsoever, and acquits him of all rights to benefits of any kind whatsoever in said organization; and he is required to deposit same with the proper officer before again accepting work at the printing trade; and he promises not to violate any trade requirement of the said International Typographical Union, or its subordinate bodies, while holding this card.

The holder of this withdrawal card understands that it terminates his membership, and that his continuous membership in the International Typographical Union will date from the time of its deposit in and acceptance by, a subordinate union.

The holder of this card may, at his option, at any time within sixteen (16) months from the date hereon, deposit this card and retain continuous membership in the International Typographical Union.

Witness our hands and seal of ..... Union No. ....., the day and year first above written.

..... *President.*

..... *Secretary.*

..... *Applicant.*

Countersigned ..... Sec.-Treas. I. T. U.

The reverse of the card shall contain the following, which must be subscribed to when the holder deposits same for the purpose of resuming active membership.

I hereby affirm, on my honor as a man, that since receiving this card I have not worked at the printing trade nor been guilty of violating any regulation of the International Union, or any union subordinate thereto; and this declaration is made with the full knowledge that any willful misrepresentation renders me liable to discipline.

.....*Signature.*

The withdrawal card issued by trade district unions shall be similar to the above with only such changes and additions as may be necessary.

Sec. 3. Immediately on returning to work at the business, the holder of a withdrawal card shall deposit the same with a subordinate union of the International Typographical Union, subject to the approval of the authori-

ties issuing it, and if on such deposit it shall be found he has violated no laws or rules of the International Typographical Union, he shall be placed on the active list. Withdrawal cards shall not be accepted in a jurisdiction where there is a ban on traveling cards except in locals where said withdrawal card had been issued.

Sec. 4. A member of a subordinate union working regularly at the business can not demand the right of withdrawing from the union on the plea of economizing expenses or of inability to pay his dues; and a union, in such case, is justified in refusing to issue a card.

Sec. 5. When the holder of an honorable withdrawal card loses the same he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Typographical Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made. Duplicates shall be furnished from a series separate from the regular honorable withdrawal cards and have printed thereon the words "Duplicate Card." No duplicate for a lost honorable withdrawal card shall be issued except with the consent of the union issuing the original card.

Article XIII.—Impeachment.

Section 1. In the event of the suspension from his official position of any elected International officer, by the President or his impeachment by the Executive Council, the officer so suspended or impeached shall be furnished with a detailed statement of the reason for such action. A trial board composed of the presidents of the five subordinate unions which have paid per capita tax upon the largest number of members during the fiscal year preceding such suspension or impeachment shall be directed to proceed to the headquarters city and shall constitute a trial board to try such officer upon the charges presented. The decision of said trial board shall be rendered within thirty days from date of suspension or impeachment and shall be the decision of this International Union, subject to appeal to the convention next following.

Sec. 2. Any member of the Union Printers Home corporation may be impeached for ineligibility or for the commission of an indictable offense, or for violation or willful disregard of his duties of membership. When

charges, based upon any one or more of the above enumerated grounds, have been made to the Executive Council against any member of the corporation, and, after trial, have been proven, the Executive Council shall thereupon enter an order of impeachment, which shall be deemed an order of the International Typographical Union, and the Executive Council shall forthwith thereafter certify such order to the Secretary of the Union Printers Home corporation, who shall take such steps as may be proper under the by-laws of that corporation to procure the resignation of the member so impeached; but if the member so impeached shall, upon being so requested, fail or refuse to resign, the Secretary shall thereupon take such further action in the premises as may be proper under the by-laws of that corporation to enforce the expulsion of the member so impeached. A certificate of impeachment from the Executive Council shall be conclusive upon the person named therein as to his ineligibility to membership in the corporation; *Provided,* Nothing herein contained shall restrict the right or power of the corporation of the Union Printers Home to expel any member, on proper procedure, without the intervention of the Executive Council.

Article XIV.—Jurisdiction.

Section 1. The jurisdiction of subordinate unions chartered by the International Typographical Union of North America shall cover only the corporate limits of the city or town named in the charter, but any subordinate union may consider a place within a radius of fifty miles of its location, in which place no union exists, as within its jurisdiction for the purpose of admitting non-unionists in such place to its membership.

Sec. 2. The Executive Council of the International Typographical Union shall have power to extend the jurisdiction of subordinate unions to adjoining cities and towns where no union exists, and which are not included in the corporate limits of the petitioning union, for the purpose of enforcing the laws of the International and subordinate unions: *Provided,* That the petitioning union makes satisfactory showing of its ability to properly supervise the additional territory and make satisfactory contracts therein.

Sec. 3. A subordinate union may be empowered by the Executive Council to declare jurisdiction over ships printers, at a scale and with rules consistent with the work being performed, where the subordinate union can convince the Executive Council the grant of such power will benefit the International Typographical Union. This power granted to a subordinate union shall be over those ships using as their home port in the city in which said subordinate union holds jurisdiction.

Sec. 4. A subordinate union has no control over regularly enlisted in the army or navy of the United States or British Provinces who may be detailed in the signal service or to work at the business at military headquarters or posts.

Sec. 5. Where a member of a local union under the jurisdiction of the International Union works at another trade or calling, and abide by its regulations, so far as they are consistent with the laws of the International Union.

Sec. 6. When the International officers believe it will be to the interest of the organization, they shall advertise any unfair publication in such paper or papers as reach those who can be influenced to aid in making it fair.

Sec. 7. All classes of mailing, regardless of whether done by hand or power, are part of the mailing trade, and are under the jurisdiction of the International Typographical Union.

Article XV.—Label.

Section 1. The labels owned and furnished by the International Typographical Union, and described in its constitution, shall be transmitted to local unions on receipt by the Secretary-Treasurer of this union of a sum of money not exceeding 100 per cent above the actual cost of production and distribution of said labels. Local unions shall have the right to say whether labels ordered by them shall be machine cast or electrotyped. Said labels shall remain the property of the International Typographical Union. No local union shall be permitted to grant the label to offices outside the corporate limits of the city or town named in its charter, without first securing an extension of jurisdiction from the Executive Council.

Sec 2. In cities where an organization of mailers exists, or in localities where mailers' organizations have jurisdiction, it is imperatively ordered that no typographical label shall be issued without consultation with the mailer's local having jurisdiction over that locality.

Sec. 3. Subordinate unions shall not allow the typographical label to be used upon any work where the composition is performed by any person who is not an active member of the International Typographical Union. In offices where the proprietor, or proprietors, perform composing room work the label shall not be used unless at least one journeyman member aside from the proprietor is employed at the scale and under union rules and regulations on work that bears the label.

Sec. 4. The label shall not be placed on work sub-contracted by label offices from non-label offices.

Sec. 5. Where the label is used, the label lease number of, or the imprint of the firm actually doing the work, and not that of the concern for which the work is done, must be used.

Sec. 6. Subordinate unions are hereby instructed to bring before their respective legislatures a law protecting union labels.

Article XVI.—Membership.

Applicants—New.

Section 1. No union shall admit as a member any person who comes from a place where a union existed at the time of his leaving, unless he can produce a duly attested traveling card from said union: *Provided,* That any applicant for membership may be admitted if no objection is raised after the union from whose jurisdiction the applicant comes has been communicated with, and after publication of the application in The Typographical Journal as required by law. Any subordinate union violating this law shall be liable to a fine of $25.

Sec. 2. All applications for membership shall be filed in duplicate on forms provided by the Secretary-Treasurer of the International Typographical Union. Secretaries of subordinate unions are required to furnish the Secretary-Treasurer one copy of each application. The names of all applicants for admission who have been known to or suspected of having worked under the jurisdiction of a sister union, or about whose antecedents there is the least doubt, shall be published in The Typographical Journal, and no such applicant shall be received into membership until twenty-six days after the date of such publication. The requirements of publication in The Typographical Journal

shall not be operative during the progress of a strike, or during the life of amnesty declared in accordance with the requirements of the laws of this union.

Sec. 3. No person shall be admitted to membership in a subordinate union who has not served an apprenticeship of at least six years, except with the consent of the President of the International Typographical Union. All applicants for membership shall be required to pass final test as prescribed by International Typographical Union Bureau of Education as to competency before admission and shall subscribe to and study the I. T. U. Lessons in Unionism. Should applicant fail to pass such examination satisfactorily he shall be required by local union to complete the International Typographical Union Course in Printing. No person who is not a member of the International Typographical Union shall be granted a card as a machine tender unless he has served an apprenticeship of at least six years as a machinist or machine tender. The same rigid examination as to the competency and physical fitness of the applicant shall be made by a committee of the local union as is made with respect to the competency and physical fitness of appentices transferred to active membership, and local unions should prevail on such applicants to graduate in the International Typographical Union Lessons in Printing. The examination blanks and the outline of the competency test and agreement forms shall be furnished to subordinate unions upon request by the Bureau of Education of the International Typographical Union. The physical examination shall be by a cal Union. The physical examination shall be by a registered physician on blanks furnished by the International Typographical Union. Where the International Typographical Union takes jurisdiction over work of "other skilled employes" as provided in article i, section 1, of the Constitution, their competency and fitness for membership shall be determined by the Bureau of Education and the period required to establish such competency and fitness shall be determined by the Executive Council of the International Typographical Union.

Sec. 4. When an applicant is elected to membership in a subordinate union and leaves the jurisdiction of said union before being obligated, the obligation shall be administered by any other subordinate union upon presentation of properly certified credentials. The secretary of the union obli-

gating the applicant shall notify the secretary of the union electing, and he shall then remit the registration fee to the Secretary-Treasurer of the International Typographical Union in regular form and issue a traveling card to the person so obligated.

Sec. 5. Where there is not a sufficient number of printers employed to secure a charter, those printers may file their applications with a nearby union in the manner provided in section 2 of this article: *Provided,* Where an organization campaign is being conducted by the International Union, the International initiation fee may be waived by the Executive Council in instances where competent printers in sufficient number to issue a charter make application for membership: *Provided, further,* Nothing in this section shall be construed as denying the right of a member to work in unorganized territory and pay his dues and assessments directly to the International Secretary-Treasurer.

Sec. 6. Persons eligible for membership who are located in a state or province, where restrictive laws prevent local unions from accepting applications for membership may, with the approval of the Executve Council, apply directly to the International Typographical Union for membership, paying such initiation fee as may be required in addition to the registration fees provided in section 11, article xvi, By-laws. Such applications for membership shall be approved or disapproved by the Executive Council, after the provisions of sections 2 and 3, article xvi, have been followed so far as they may apply, and after local unions from whose jurisdictions such applications may come have waived objection to admission. Applicants admitted by the Executive Council under this section shall receive traveling cards from the International Typographical Union and shall thereafter be governed by all laws relating to traveling cards.

Sec. 7 Mailer applicants for membership shall make application through the nearest mailers' local union.

Sec. 8 A candidate for membership can not be rejected solely on the ground of having served his apprenticeship in an "unfair" office, but a local union may impose such restrictions, in its discretion, as seem best for the general welfare, upon apprentices entering "unfair" offices within its jurisdiction, and such apprentices may not be permitted to enter the union until such restrictions are removed or special laws complied with.

Sec. 9. Subordinate unions shall have the power to grant or refuse an applicant for membership a permit to work while his or her petition is pending. An applicant for membership, working under permit pending final action on his or her case, is entitled to work in union offices and receive the same recognition as members of the union: *Provided,* Local unions may establish regulations preventing applicants from holding priority previous to obligation as a journeyman: *Provided, further,* That subordinate unions have the power to revoke permits, pending final action, if it be known that applicants have sought employment contrary to the provisions of section 1, article vi, by-laws, or for any other reason deemed expedient. When an applicant for membership or reinstatement is once rejected in a subordinate union he can not again make a new application in any union for a period of six months from the time of such rejection except by permission of the International President or in case of trade district union jurisdiction the president of such trade district union.

Sec. 10. An applicant (who is not otherwise disqualified) can not be rejected by a subordinate union while three-fourths of the members present at the meeting at which said application was acted on voted in favor of his admission.

Initiation Fees.

Sec. 11. Subordinate unions shall collect in addition to the local initiation fee of the subordinate union a registration fee from each initiate as follows: Those less than 35 years of age, $20; those over 35 years of age, $35, which will be transmitted to the International Union with the name of the initiate: *Provided,* Where organization campaigns are in operation by the International or subordinate unions, registration fees may be waived by the Executive Council. The Secretary-Treasurer shall credit receipts from registration fees to the general fund: *Provided, further,* That upon the first application for journeyman membership of any person holding an honorable discharge from the military or navy services of the United States or the Dominion of Canada in World War II the registration fee shall be only $10 for such applicant.

Reinstatement of Suspended Members

Sec. 12. For reinstating members suspended for nonpayment of dues the local union shall collect a reinstatement

fee of $25 and such local and International Typographical Union dues and assessments as were due at the time of suspension, together with such International Union per capita tax and assessments as shall have accrued to the time of reinstatement; and the secretary of the local union shall transmit to the Secretary-Treasurer of the International Union properly segregated by months, all International Union dues and assessments collected by such subordinate union, together with $10 of the reinstatement fee. Members suspended for non-payment of dues while in possession of a traveling card may be reinstated by the Secretary-Treasurer of the International Typographical Union, if such members are not located within the jurisdiction of a local union, upon payment of a reinstatement fee of $10 and accumulated dues and assessments as herein provided.

Sec. 13. A member who does not apply for reinstatement as provided in section 1 within a period of one year after date of suspension forfeits all rights to re-establish continuous membership and can rejoin only by making application as a new member.

Sec. 14. A member who engages in mechanical work at the printing trade in the jurisdiction of a local union or who is guilty of conduct unbecoming a union member during the period of suspension can not be reinstated, but may make application as a new member.

Sec. 15. A member who reinstates continuous membership as provided in section 12 shall not be eligible to apply for admission to the Union Printers Home, or make application for the old age pension, within a period of one year after date of reinstatement; or if death occurs within a period of ninety days after date of reinstatement the member shall not be entitled to the mortuary benefit.

Article XVII.—Memorial Day.

Section 1. The last Sunday in the month of May of each year shall be known as Typographical Union Memorial Day. Subordinate unions are urged to observe the same with suitable ceremonies and to decorate the graves of all departed union printers or members of the allied crafts and to hold such other services as may be appropriate to the occasion.

Article XVIII.—Old Age Pension and Mortuary Benefit.

Old Age Pension.

Section 1. Any member of the International Typographical Union who has reached the age of 60 years and having a continuous membership of twenty-five years and who is un-

able to continue in or secure sustaining employment because of age or disability may receive the sum of $12 per week: *Provided,* That any member having a continuous membership of twenty years, who, by reason of affliction, is totally incapacitated for work and whose application for admission to the Union Printers Home has been rejected by the trustees thereof for the reason that the Home is not able to care for, persons so afflicted may receive the sum of $12 per week subject to the provisions hereinafter set forth.

Sec. 2. Pensioners may engage in a pursuit inside or outside the trade, but shall not be eligible for the pension in any four-week pension period that earnings shall exceed the sum equivalent to eight days' pay at the scale of the union with which pensioner is affiliated, or in any five-week pension period that earnings shall exceed the sum equivalent to ten days' pay at the scale of the union with which pensioner is affiliated: *Provided,* That the regulation of the working privilege to pensioners be regulated to subordinate unions.

Sec. 3. Applications for pensions shall be made on blank forms prepared and furnished from International headquarters, which shall require answers to all questions, and the setting forth in full of all facts required to establish the right of applicant to the benefits of the pension. Such blank shall also include a form of certificate that the application has been read in full at a regular meeting of the local union of which the applicant is a member, and has been approved by a majority vote of those in attendance upon such meeting. Said application shall be published in The Typographical Journal and should no objection be made within thirty days from the date of said publication, the member shall then be placed on the pension roll and payments of benefits start from date of approval by the local union on the application. Should objection be raised, the case shall be investigated by the Executive Council and the council shall act thereon in such manner as in its judgment seems proper.

Sec. 4. Members resident of the Union Printers Home shall be eligible to make application for the pension while so residing at that institution and shall be permitted to remain in the Home pending decision on application if he or she so elects. If application is acted upon favorably, applicant shall vacate the Home not less than one week previous to the issuance of his first pension check; if applicant is rejected applicant shall continue as a Home resident if he so desires. When a member is admitted to an eleemosynary institution,

whether publicly or privately maintained, and such member has a wife dependent on him, the Secretary-Treasurer is authorized to make the pension payable to the wife.

Sec. 5. Secretaries of subordinate unions shall forward on the last Saturday of each calendar month to the International Secretary-Treasurer a true and correct list of members on the pension roll showing the amount due each pensioner. On receipt of such list the International Secretary-Treasurer shall transmit the amount due to the local secretary for distribution.

Sec. 6. Any beneficiary who has knowingly testified falsely concerning his or her qualifications as a worthy applicant for said pension shall be debarred from receiving pension for such time as the Executive Council may deem fit.

Sec. 7. The Executive Council shall have the power at all times to review any pension case, and if in its opinion circumstances warrant it the beneficiary may be debarred from further participation in the pension fund. In any case where payment of the full International Typographical Union pension to a pensioner would deprive him of a pension or similar benefits from other sources, on petition of pensioner, the Executive Council shall have power to authorize payment of a smaller International Typographical pension.

Sec. 8. In order to meet exigencies that may arise, the Executive Council is authorized and empowered to make such changes in administering the old age pension fund as it may deem wise after said plan has been established.

Mortuary Benefit.

Sec. 9. Mortuary claims shall be allowed the beneficiary of any deceased member in good standing under the following terms and conditions: It is expressly provided that the beneficiary of any member shall be entitled to the mortuary benefit should death occur within the thirty-day period immediately following the expiration date of a current working card. (See section 1, article vii, and section 2, article xxi, by-laws.)

Sec. 10. Each and every member of the International Union shall be required to designate a beneficiary to whom his or her mortuary benefit is to be paid in event of death. Such designation shall be made upon his or her application for membership, or upon a blank provided by the Inter-

national Secretary-Treasurer for the purpose. The mortuary benefit of a member who is on the old age pension roll or a resident of the Union Printers Home at time of death shall be disbursed as provided in section 16, and no beneficiary may be designated other than as provided in that section. Any member may change his or her beneficiary at any time by notifying the International Secretary-Treasurer and filling out the proper form, except that pensioners and Home residents shall be restricted in the choice of beneficiary or beneficaries to the relatives listed in section 16.

Sec. 11 The mortuary benefit is primarily intended to guarantee proper burial for the member and other considerations are secondary to this end. The local union shall determine what constitutes a proper burial in cases where the deceased member is indebted to the local union for assistance provided or guaranteed before death during and pertaining to his last illness; or for dues and assessments the union has been compelled to pay in his behalf as provided in section 6, article vii, by-laws, and in such cases the excess over burial expenses shall be paid to the local union to the extent of such indebtedness before any amount shall be paid to a designated beneficiary.

It is specifically provided that the mortuary benefit is not to be used as security for personal loans by the local union or others to members. Dues and assessments paid by a local union on behalf of a pensioner or resident of the Home are not deductible from the mortuary benefit.

Sums paid by the local union for transportation to the Home or as refund transportation from the Home subsequent Home transportations which the member can not pay himself may be charged as indebtness to the local union within the meaning of this section.

Where a member has made no specific arrangements for funeral expenses to be paid from another source the International Typographical Union mortuary benefit shall be available for that purpose except as herein otherwise provided. Where a member has made specific arrangements for funeral expenses to be paid from another source the Secretary-Treasurer of the International Union shall be notified on a blank provided therefor and a copy filed with the local union before death of the member. In such event indebtedness to the local union as above provided shall first be paid and upon presentation of receipted bills for

funeral expenses the balance shall be paid to the designated beneficiary. Where (without specific arrangement) funeral expenses have been paid from insurance or other fraternal benefits, the designated beneficiary shall receive such mortuary benefit as may be payable.

Sec. 12. If no beneficiary be named or if the designated beneficiary resides at a point where he or she can not take charge of the funeral then the International Typographical Union shall defray the expenses of the funeral out of the amount owing upon the mortuary benefit of the deceased member not to exceed the amount available from such benefit.

Sec. 13. On the death of a member in good standing the president and secretary of the subordinate union shall immediately notify the Secretary-Treasurer of the International Typographical Union on a form provided for that purpose, accompanying such notice with the last working card or traveling card of the deceased member. The application for mortuary benefit form shall contain an itemized statement of all sums due the local union for which it claims payment, the amount to be paid the beneficiary and (where funeral expenses are to be paid from the benefit) shall be accompanied by the itemized bill for funeral expenses of the deceased. In the event that the designated beneficiary shall have paid the funeral expenses the balance of the benefit due the beneficiary shall be specified on the form.

Sec. 14. If there be no indebtedness to the local union nor any notice properly filed as to the payment of funeral expenses from another source, or if funeral expenses have not been paid from another source, the beneficiary is hereby charged with the responsibility for payment of burial expenses and unless the beneficiary submits a receipt showing payment of funeral expenses the local union shall forward the bill for such expenses for payment. The balance of the benefit may then be paid to the beneficiary. Should the designated beneficiary be other than the person in whom the right of burial rests, funeral expenses in the amount determined and guaranteed by the local union shall be paid and the residue of the benefit paid to the designated beneficiary. (Refer to section 12 for cases where deceased was indebted to local union.)

Sec. 15. Where a deceased member is on the old age

pension roll or a resident of the Union Printers Home at time of death and has not designated one or more of the persons specified in paragraph (c) below, Union Printers Home or a local union as his beneficiary or beneficiaries.

—or where a deceased member has not designated a beneficiary,

—or in the event the beneficiary designated shall have died before the mortuary check is cashed,

—or if the deceased member has designated his wife as beneficiary and, after such designation, she ceased to be his wife,

—Then, or in any of these events, the mortuary benefit shall be disbursed as folows:

(a) First, payment of funeral expenses guaranteed by local union, the superintendent of the Union Printers Home or the Secretary-Treasurer of the International Typographical Union.

(b) Second, to reimburse his local union as provided in section 12 of this article.

(c) Third, to the living wife (husband) of the member; but in the event there is no wife (husband) living then to be disbursed for the benefit of the living children in equal amounts. In the event there are no children then to the surviving father and mother or either of them surviving alone. If no wife (husband), child or children, father or mother survive, then to surviving brothers and sisters in equal shares. Payments due minor children may be paid to a legally appointed guardian, or if none has been appointed, payment may be made to the president and secretary-treasurer of the local union to be expended by them on behalf of such minor or minors.

(d) Fourth, in the event there are no surviving wife or husband; children, mother or father; sisters or brothers, then the balance remaining shall revert to the mortuary fund.

Sec. 16. Only the local union of which the deceased was a member at the time of death (or the local union having charge of the funeral of a member on traveling card) shall have the right to file claims for reimbursement as provided in section 12 hereof. Where the deceased is to be buried in a place other than where death occurs the local union with which deceased's card is on deposit shall make all arrangements and report fully on mortuary benefit application blanks to the Secretary-Treasurer of the Internation-

al Union. Payment of mortuary benefits shall only be made on receipt of mortuary benefit application blanks fully made out by the local officers. Where the beneficiary of a deceased member died before mortuary benefit check is cashed the local union may handle joint funeral expenses the same as though they were of the deceased only.

Sec. 17. It is specifically provided that in the interpretation and application of these mortuary benefit laws the International Typographical Union shall be the sole and final authority.

Sec. 18. In case of the decease of a member holding a traveling card, the mortuary benefit shall be paid through the local union in or near whose jurisdiction death occurred or in or near whose jurisdiction burial takes place, as may be decided by the International Secretary-Treasurer. In cases where there is no nearby local union the International Secretary-Treasurer is authorized to disburse the benefit in accordance with the Mortuary Laws.

Sec. 19. In the event the beneficiary or beneficiaries of a deceased member can not be located within thirty days after notice of death the International Secretary-Treasurer shall insert in the next three issues of the official Journal a notice requesting information about such beneficiary or beneficiaries. If after six months from the date of first such publication no claim is received from the said beneficiary or beneficiaries, then the mortuary benefit payable to such beneficiary or beneficiaries shall revert to the mortuary fund.

Article XIX.—Strikes, Lockouts and Defense.

Section 1. In the event of a disagreement between a subordinate union and an employer, which, in the opinion of the local union, may result in a strike, such union shall notify the President, who shall in person or by proxy investigate the cause of the disagreement and endeavor to adjust the difficulty. If his efforts should prove futile, he shall notify the Executive Council of all the circumstances, and if a majority of said Council shall decide that a strike is necessary, such union may be authorized to order a strike.

Sec. 2. When a strike has been authorized by the Executive Council, a vote by referendum may be ordered, or the president of the subordinate union shall, within a time fixed by the Executive Council, call a meeting of said union (of which all members shall be constitutionally notified) to

take action theron, and no member shall vote on such question unless he is in good standing and has been a member of said union for the preceding six months. Should three-fourths of such members present decide by secret ballot in favor of a strike the president of the subordinate union shall immediately notify the Executve Council that a strike has been inaugurated and give all available information including number of members involved.

Sec. 3. Whenever a strike occurs without the sanction of the Executive Council, the council must immediately disavow the illegal strike and notify all subordinate unions to that effect. Protection shall be guaranteed to all members who remain at, accept or return to work in offices affected by the illegal strike, as specified in section 8. Any officer or member of a union who shall suppress or conceal from his union or the Executive Council any official information concerning a strike, or a proposed strike, shall upon conviction by the local union be suspended or expelled.

Sec. 4. A strike or lockout of any branch or craft of the International Union, authorized by the Executive Council thereof, shall apply alike to each and every union, craft and individual working under said jurisdiction in the office or concern involved. Should a majority of said union fail to an appeal to the Executive Council, and, if after being furnished with statements from all parties concerned, a majority of the members of that body believe the inauguration of a strike absolutely necessary, the President shall in person, or by proxy, again attempt to effect a settlement with employers, and if unsuccessful, shall, through the officers of the various unions, order a general strike of all members of the International Typographical Union employed by the firm or firms interested, and those disregarding this order shall be forthwith expelled.

Sec. 5. In case of impending trouble involving allied crafts, the Executive Council shall call into consultation the president or presidents of unions of such crafts.

Sec. 6. A strike or lockout of any union may be declared off by a majority vote of the union. In case of a strike or lockout, where more than one craft is involved, settlement shall be made by a majority vote of all crafts involved. In making settlement all crafts involved shall be parties thereto, each to have due consideration.

Sec. 7. It is imperatively ordered that no strike or

lockout shall be deemed legal, or money expended from the defense fund on that account, unless the strike or lockout shall have been authorized or recognized by the Executive Council; but should a strike, lockout or reduction of wages be forced on a union without an opportunity to carry out the provisions of sections 1 and 2, said union shall be entitled to the full privileges of the defense fund.

Sec. 8. To affect union men prejudicially to their standing in the union who remains at work in an office where any number of the union men in such office have struck work on what they deem good grounds for such action, the strike must have been authorized in accordance with sections 1, 2 and 4 of this law. Unless so authorized, those remaining at work are not liable to charges of violation of any union laws.

Sec. 9. When there shall have been a strike ordered in accordance with the laws of the International Union all union men shall be deemed to have been notified.

Sec. 10. When a strike has been inaugurated in accordance with the provisions of this article and authorized by the Executive Council there shall be paid to the order of the president and secretary of the subordinate union involved an amount equal to 60 per cent of the minimum scale for each married man and 40 per cent for each single man entitled thereto. Payment of benefits may be discontinued at such time as the Executive Council deems wise and names may be added to or removed from the strike roll at discretion of the Executive Council: *Provided,* No member shall be entitled to strike benefits until a strike has been in progress one week.

Sec. 11. No subordinate union shall be allowed to increase the statutory benefits without the sanction of the Executive Council, unless the said subordinate union pays such increase out of its own treasury.

Sec. 12. No member of a subordinate union on strike shall be entitled to the weekly benefit unless he reports daily to the proper officer of the subordinate union while the strike continues. Any member refusing work while out on strike shall be debarred from all benefits under this law, and for each day's work performed one-fourth of the members regular strike benefits for that week shall be deducted.

Sec. 13. All moneys received by a union from the International Typographical Union shall be used, with the approval of the Executive Council, in supporting men on a strike or lockout, in assisting their removal to other cities paying the necessary expenses of the conflict, and prosecuting strikes in such further manner as the union interested and the Executive Council shall deem advisable.

Sec. 14. During the continuance of a strike the executive board of a subordinate union shall make weekly reports to the Secretary-Treasurer of the International Union, showing the amount of money distributed for benefits, number of beneficiaries—heads of families and single persons, union or non-union—and all other facts that may be required. All moneys from the International Union remaining unused by the local union shall be returned to the Executive Council.

Sec. 15. No strike shall be inaugurated by a subordinate union prior to at least one year after the issuance of its charter.

Sec. 16. In the event of a general strike in any city or town where several offices are involved, no union force of men shall refuse to work for a proprietor who agrees to pay the scale, if they have the consent of the local union.

Sec. 17. The International Union disapproves of the division of members of subordinate unions into distinct classes in the settlement of questions, believing it to be the right and duty of each member to vote on such occasions.

Article XX.—Subordinate Unions and Officers.

Section 1. Subordinate unions are required to elect three auditors, or select an expert accountant or accountants, whose duty it shall be to examine all the books and records of their financial officers for the quarterly periods May-June-July, August-September-October, November-December-January, February-March-April, and report to the International Typographical Union by the twentieth of the month following the end of the quarter, the condition of the funds and accounts, the number of members in good standing, number initiated, expelled or suspended, admitted or withdrawn by card for each month, the amount of the fiduciary officers' bonds and the company

in which they are bonded, the amounts expended in sick relief, funeral benefits, or in any form of charity, together with such other information as the Executive Council may deem necessary. A majority of the auditors, or the expert accountant or accountants, must be present at the examination of the accounts, and no member of the committee, and no accountant, shall attach his or her signature to a report unless such member or accountant shall have personally participated in such examination. The president of the subordinate union shall sign the quarterly report attesting that the auditing committee or certified accountant has audited the books as stated therein. Should inaccuracies appear in the report of an auditing committee, the President of the International Typographical Union shall appoint an expert accountant to examine the books of the union in which such inaccuracies are noted, who shall report his findings to the President of the International Typographical Union, he in turn to file the same with the president of the union concerned, who, in event of willful falsification by said auditing committee, shall suspend such committee from office, together with the delinquent financial officer or officers, and impose upon each of them a fine of $10, which fine shall be forwarded to the Secretary-Treasurer of the International Typographical Union. In the event of the suspension of an auditing committee, an election of their successors shall be held within one month from the date of such suspension, or expert accountants shall be appointed. Expenses of examination of books and records shall be borne entirely by the subordinate unions. Subordinate unions failing to report to the Secretary-Treasurer of the International Typographical Union, as required by this section, shall be fined $25.

Sec. 2. Every local union subordinate to the International Typographical Union shall cause its fiduciary officers to be bonded in the sum of at least $1,000. Such bonds shall be filed with the Secretary-Treasurer of the International Typographical Union. It shall be the duty of the Secretary-Treasurer of the International Typographical Union when any subordinate union fails or refuses to comply with provisions of this section to provide a bond of the amount herein provided, the cost thereof to be paid from the general fund and charged to the

delinquent union. A subordinate union failing to reimburse the International Union for money so expended within thirty days shall be subject to a fine of not more than $25 at the discretion of the Executive Council. The fiduciary bonds of local officers shall be issued by the International Typographical Union at an annual premium fixed by the Executive Council in the amount sufficient to maintain a fund from which to pay losses.

Sec. 3. Where a subordinate union alleges misappropriation, default or shortage in the accounts of a financial official bonded by the International Typographical Union and makes claim for payment under the provision of its bond, such claim shall be substantiated by an audit of the books and records of the officer involved, either by certified accountant or by local union auditing committee, as the Executive Council may require. Such audit shall be submitted to the local union and, if accepted by majority vote, such acceptance shall be binding as regards the fact of misappropriation or defalcation. The local union shall report the full circumstances and details to the Executive Council of the International Typographical Union for such action as that body shall deem proper. The Executive Council shall have power to further investigate and make payment under the bond of such amount as in its judgment is verified and may in its discretion summarily expel the officer found to have defaulted in his accounts to the local union.

Sec. 4. The funds of each local union deposited in bank shall be deposited in the name of the local union, and money shall be drawn from the account only by checks signed by the president and secretary-treasurer, and only then when both officials are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn. Bonds or other securities owned by local unions shall be deposited in safety deposit boxes which can only be opened in the presence of such officers as are provided by local union laws, but no less than three, two of whom shall be the president and secretary-treasurer. Where a certified accountant is not employed to make audits, one member of the local auditing committee shall be the third member. Should inaccuracies appear in the accounts of the local union, or if the president of the local union has reason to believe there is

a shortage or misappropriation of funds, he shall at once report the matter to the President of the International Typographical Union for investigation. In the absence of the president of the local union, and in cases where the offices of president and secretary-treasurer are combined, the vice-president shall perform those duties of the president hereinbefore specified.

Sec. 5. Secretaries of subordinate unions are required to file with the statistical bureau of the International Typographical Union, upon blanks when furnished by said bureau, a detailed statement of population, scale of prices, hours of labor and such other particulars as are found to be necessary for the keeping of a proper record at headquarters. It shall be the duty of the officer in charge of the statistical bureau to codfiy such statistics and to print in pamphlet form such number of copies as may be necessary to meet the requirements of the International and local unions.

Sec. 6. Subordinate unions shall fix a time and date for regular monthly meetings that will permit members holding situations on seven-day newspapers to attend these meetings.

Sec. 7. Subordinate unions shall create a standing label committee, whose duty it shall be, in co-operation with the International President, to encourage, by systematic campaign, the use of the allied printing trades council label, or the typographical label, on all printed matter, as well as the purchase by all members of only goods bearing the union label of crafts other than the printing trades. It shall be the duty of such label committee, immediately upon organization, to forward to the President of the International Typographical Union the name and address of the secretary of said committee.

Sec. 8. Subordinate unions, through the proper officers, shall purchase monthly the International due stamps or stamped working cards in sufficient quantities to permit the issuance of either a stamp or stamped working card to each member of the local union.

Sec. 9. Returns of per capita tax from subordinate unions shall be made monthly, under seal, to the Secretary-Treasurer of the International Typographical Union. These returns shall state the number of members of the union and the amount so forwarded.

Sec. 10. It is enjoined upon each subordinate union to have a suitable seal engraved, to authenticate all documents.

Sec. 11. An appeal for financial aid from a local union to subordinate unions to be legal must bear the printed approval of the Executive Council, and if such local union is also a part of a trade district union then such appeal must have the printed approval of the president of such trade district union.

Sec. 12. It shall be the duty of presidents of subordinate unions to correct all violations of law of the International Typographical Union within their jurisdiction and when unable to do so, they shall refer the matter to their local unions for action.

Sec. 13. Presidents of all local unions shall appoint three members whose duty it shall be to visit, at least twice each year, the different newspaper and job offices in their jurisdiction, and at the next regular meeting make a report of their finding as to the sanitary condition of places visited.

Sec. 14. Each subordinate union shall appoint or elect a label committee, whose duty it shall be to promote a demand for the use of the label on all printed matter. It is recommended that special attention be paid to school books, the printed matter of all fraternal organizations, and to magazines and periodicals circulated in their jurisdiction. It shall also be the duty of this committee to procure information as to where union-label goods may be purchased in each local jurisdiction.

Sec. 15. It shall be the duty of the secretary of each subordinate union to furnish monthly to the Secretary-Treasurer of the International Typographical Union a statement of all rejections, expulsions, suspensions and reinstatements, and the reasons therefor; and also a monthly statement of the condition of the trade and other matters of interest to the craft in the jurisdiction of his union.

Sec. 16. Secretaries of subordinate unions are instructed to answer all correspondence from sister unions as soon as possible after receiving the same. All correspondence between subordinate unions as to character, etc., of applicants for membership, and all other business of like nature, shall be conducted in sealed envelopes.

Sec. 17. On issuing a working, traveling or honorable withdrawal card, the secretary of the local union granting such card shall place thereon the register number of the member receiving the same. In no case shall any other number except that given by the Secretary-Treasurer of the International Typographical Union be assigned a member or placed on the card held by him.

Sec. 18. Each local union shall report monthly, through its secretary, on forms provided by the Secretary-Treasurer of the International Typographical Union, the number of due stamps received, used and remaining on hand, the names and ages of all new members initiated, with the date of their initiation; the names and register numbers of all members suspended, expelled, or reinstated, with the date of same; all traveling and honorable withdrawal cards received, with date, name and register number of cardholder; all traveling and honorable withdrawal cards issued, with date, name and register number of member; the name and register number of all members lost by death and the date of death, together with such other data as may be required for the completion of a members record or deemed necessary by the Executive Council for the use of the International Typographical Union.

Sec. 19. It shall be the duty of each local union to keep a record of all its members in such manner as will permit of the making of monthly reports and furnishing the data provided for in the preceding sections. Any local union failing to make monthly reports, as provided herein, shall be fined $10.

Sec. 20. It shall be the duty of presidents of subordinate unions to report within ten days to the President of the International Typographical Union full information concerning the unionization of shops in their jurisdictions, the number of employes taken into the union and any other information that might prove of value to other local unions.

Powers Of.

Sec. 21. A subordinate union may take political action when the interests of organized labor as a whole and the craft in particular may be benefited thereby: *Provided*, No subordinate union shall assess its members for partisan political purposes.

Sec. 22. No boycott shall be levied by any local union whereby a sister union subordinate to the International Typographical Union, or members thereof, may be affected, without the specific consent of the union so affected: *Provided*, The union desiring to boycott shall have the right of appeal to the Executive Council of the International Typographical Union, which shall give all interested parties a full hearing before rendering a decision.

Sec. 23. A union has no right to set apart a day as a national holiday and declare members unfair because they do not observe the same, although ordered by the union to do so.

Sec. 24. It is optional with subordinate unions to impose fines on members for failure to participate in Labor Day parades, when such subordinate unions, by a majority vote of members in good standing, at a regular meeting or a special meeting called for that purpose, shall decide to participate in Labor Day parades.

Sec. 25. Subordinate unions, acting in conjunction with the Executive Council of the International Typographical Union, have a right to declare a general amnesty for a set period to non-unionists working in the territory under their jurisdiction.

[Local unions desiring to apply the foregoing section must conform with instructions adopted by the Charleston convention of 1928, as follows: (1) Permission to accept applications under amnesty must be secured of the Executive Council of the International Typographical Union. (2) A resolution requesting such permission must be adopted by the subordinate union, stipulating the period of time such amnesty is to apply. (3) At the same time subordinate unions may confer organization powers upon local officers or a committee or a representative of the International Union. (4) Where such power is conferred and permission given by the International Typographical Union Executive Council, applicants for membership who are competent workmen may be accepted into membership and obligated without submitting their applications to a vote of the local union. (5) The power conferred and permission granted by the Executive Council may be restricted by the council to a particular office or offices, and the council may impose such further restrictions as in its

judgment are necessary for the protection of the interests of the union. (6) Where a subordinate union does not confer authority as above indicated to its officers or a committee, as provided for in instruction 3, applications must be submitted to a vote of the local union, but the application is accepted by majority vote instead of three-fourths vote as required by section 10, article xvi, by-laws. (7) That its unorganied territory and in offices over which the local union exercises no jurisdiction, representatives of the International Typographical Union may be authorized by the Executive Council to obligate applicants under the same conditions as those applying to local unions operating under general amnesty.]

Sec. 26. Individuals or subordinate unions are forbidden to use the name of the International Typographical Union in any manner in soliciting advertising for convention souvenirs.

Sec. 27. Subordinate unions have no authority to confer upon any person honorary membership. Conventions only can confer such honorary membership in the International Typographical Union.

Sec. 28. Proposals to increase or decrease local dues or levy a special assessment may be adopted only by majority vote by referendum of six-month members. Ballots shall plainly explain necessity for the proposed change. Whenever it is proposed that special assessment shall be made for more than one purpose, each proposition must be voted upon separately. Provision must be made for a specific date on which the collection of each special assessment shall be discontinued. Special assessments levied by local unions must apply to all classes of members actively engaged at the printing trade in a manner that is equitable.

Sec. 29. A subordinate union may revoke the membership of any member within one year of admission if upon due trial in accordance with the provisions of article iv, of these by-laws, it should be established that admission was gained by fraudulent means or upon the basis of false or misleading statements in application for membership.

Sec. 30. It is recommended that at the conclusion or amelioration of governmental restrictions on wage rates, all local unions seek to negotiate by supplementary agree-

ment, or otherwise, wage scales more representative of the higher cost of living and progressive living standards. It is the judgment of the International Typographical union that all contracts now in effect are tainted by the duress of war conditions and governmental restrictions.

Recommendations To.

Sec. 31. While it is the sense of the International Union that subordinate unions, and they only, have at all times the right of judging of the qualificatons of the applicants for admission to membership, it is believed the true policy of subordinate unions should be to go to the utmost limits consistent with safety and honor in receiving into membership all unfair printers who make application to that effect, and who evince a desire to again become fair men.

Sec. 32. Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices, and before any change in the scale of prices is sought to be made effective such proposed change shall be submitted to all the publishers interested. The International Union, when requested, shall allow a representative of the American Newspaper Publishers' Association, the Printers' League of America or Printers' National Association to be heard on important changes affecting their interests.

Sec. 33. The International Union recommends that a day's work on daily papers be restricted as nearly as possible to six hours' composition.

Sec. 34. The International Union directs subordinate unions to use their influence in having all work sent into shops employing members of unions represented in the allied printing trades.

Sec. 35. The International Union recommends to subordinate unions the percentage system of collecting dues where practicable. Where the percentage system is adopted the rate shall be uniform on all earnings.

Sec. 36. It is the sense of the International Union that the system of rebate dues is legal.

Sec. 37. Subordinate unions are recommended to print in labor journals of their localities a list of union printing offices, so that officers and members, societies and others favorable to organized labor may be kept posted as to what officers are fair.

Sec. 38. The International Typographical Union recommends that subordinate unions publish the names of all firms, corporations and individuals engaged in the printing industry which do not pay the scale of prices, or which do not observe the established customs of the several unions.

Sec. 39. Local unions are directed to affiliate with and attach themselves to the various central bodies in their localities, and are directed to give preference to bodies chartered by the American Federation of Labor.

Sec. 40. Members should purchase, where possible, such goods as bear the trades union label recognized by the International Union.

Sec. 41. No member of the International Typographical Union shall purchase products of non-union labor when goods made under favorable conditions can be obtained. Subordinate unions shall enact laws to carry out the provisions of this section.

Sec. 42. It is recommended that all subordinate unions be required to issue to their members tickets or cards bearing the union label, and a request to the merchants with whom they deal that they insist on having their printing done by union labor only. That subordinate unions be required to endeavor to secure their use by the members of other trade unions and friends of organized labor.

Sec 43. It is the sense of the International Typographical Union that each subordinate union should make provision for such of its members as are unable to obtain the scale through disability—the union to be the judge—by placing them on a special list, and allowing them to seek work under conditions prescribed by such union.

Sec. 44. In localities where mailers unions are instituted, but not recognized by the employers, local typographical unions when negotiating scales and new working agreements shall endeavor to procure recognition for such organization of mailers before signing new agreements.

Sec. 45. The value of the state and provincial federations of the American Federation of Labor to the labor movement of the respective states and provinces is unquestioned. Typographical unions have every reason to take an active part in the work and deliberations of those

bodies. Active interest and affiliation by our local unions beget the more hearty support of the entire labor movement. That these desirable results accruing from affiliation with state and provincial branches, American Federation of labor, may become effective, it is recommended that local typographical unions become affiliated with the state and provincial branches, American Federation of Labor, of their respective states and provinces.

Article XXI.—Traveling Cards.

Section. 1. Members in good standing who are desirous of leaving the jurisdiction of the union to which they belong shall be entitled to receive the International Typographical Union traveling card, which shall be furnished upon the payment of all financial obligations. A member accepting such card severs all connection with the issuing union. Where traveling cards are withdrawn and returned to the local union issuing same more than twice in thirty days a charge of 25 cents each shall be made for all cards issued after the first.

Sec. 2. The said traveling card shall be in words as follows:

This is to certify that ..... *the bearer hereof, whose signature appears in this certificate, is a member in good standing of the International Typographical Union and is entitled to the friendship and good offices of all unions under the jurisdiction of the International Typographical Union.*

The bearer has paid International Union per capita tax for the month of ....., 19.....

Register No. .....; Social Security No. .....

Given under our hands, and the seal of ..... Union No. ....., this ..... day of ..... 19.....

..... *President.*

(*Seal*) ..... *Secretary.*

.....*Members Signature*

Countersigned ..... *Secretary-Treasurer. International Typographical Union.*

This card expires in two months from the time the last International due stamp thereon shows dues to have been paid. It may be renewed within two months after its expiration.

Any member of the International Typographical Union stands suspended when four months in arrears for local or International dues and assessments. (Sec. 5, article vii, by-laws.) Suspended members may be reinstated as provided in article xvi, by-laws, within one year after suspension.

The reverse side of said card shall contain these words: *Deposited with ..... Union No. ..... on the ..... day of ..... 19.....*

Sec. 3. Any member receiving such card deposit the same with the proper union officer when accepting work within the jurisdiction of a local union: *Provided,* This shall not prevent sister unions located within a radius of five miles mutually agreeing to recognize each other's current working cards for a period of thirty days. Any member neglecting his duty as prescribed in this section may be tried for violation of International Union law, and, upon conviction, be punished as deemed just by the local union in whose jurisdiction the offense was committed.

Sec. 4. The secretary of a subordinate union shall receive an International traveling card at any time if the card be clear and within date and no charge pending against the holder: *Provided,* When card is issued from a subordinate union of another language than that in which it is offered for deposit recipient union may require that holder pass language and competency test before admission. Traveling cards from the Mailers' Trade District Union may not be accepted by International Typographical Union mailer or printer unions without consent of the Executive Council. Membership in said union shall date from time of said reception and any person admitted by such card shall be exempt from the usual initiation fee and from any assessments of which he is not a beneficiary.

Sec. 5. International cards must be received (if clear and within date), notwithstanding the fact that charges may be pending in a sister union against an officer of the union issuing the same: *Provided,* Such charges were not made known to said union previous to the issuance of such card.

Sec. 6. In case of a strike involving one third of the membership of a union, said union may refuse to receive cards for a period of not exceeding three months, or, with

the consent of the International President, six months. In case of fire, flood, tornado, earthquake, pestilence, or similar catastrophe, amounting to public calamity, the Executive Council may, in its discretion, grant permission to unions to localities thus afflicted to refuse to accept traveling cards during such periods as such calamitous conditions continue; *Provided,* That when, for any reason, a serious condition of unemployment exists in the jurisdiction, a subordinate union may, with consent of the Executive Council, refuse to accept traveling cards for a specified period.

Sec. 7. It is contrary to union principles for any person holding an International traveling card to go to work in a town or city where no union exists, during the progress of a strike, without the consent of the parties engaged in such strike, and the union issuing such traveling card has the power, upon sufficient proof being furnished, to revoke it and publish the holder as an unfair man.

Sec. 8. A subordinate union can not be compelled to grant card to a member against whom charges are pending.

Sec. 9. A subordinate union can not be compelled to grant a traveling card to a member who is financially indebted to the local union for dues, assessments, or for loans granted by the union, either from its treasury or from relief funds, societies or associations, financed in hole or part by the local union.

Sec. 10. All traveling cards issued by subordinate unions must have the seal of the issuing union stamped thereon, and all signatures, dates and names shall be in ink.

Sec. 11. When the secretary of a subordinate union issues a traveling card, he shall require that the member receiving such card shall place in the blank provided for that purpose his (the member's) signature in the presence of the secretary, and the secretary receiving a traveling card shall require the holder to sign his name on back of said card for comparison, and should there be a discrepancy in the signature, the secretary shall take up the card pending investigation. Any violation of this section shall be punishable by a fine of $5. This shall not apply to cards forwarded by mail.

Sec. 12. All traveling cards deposited with a local union shall be endorsed with the date of deposit and the name and number of the union and forwarded to the Secretary-Treasurer of the International Typographical Union.

Sec. 13. When a card is issued to a member of the allied crafts, chartered by the International Typographical Union, the secretary issuing such card shall insert after the member's name the craft to which he belongs. All allied craftsmen must deposit their cards with the union of their craft, if one be in existence where they are located, in order to protect their membership in the International Typographical Union. When, in the opinion of the Executive Council, there is a local typographical union, and the best interests of the organization will be subserved thereby, they shall be directed to apply for a charter and organize a local union of their own craft.

Sec. 14. A change in the secretary-treasurership of the International Union does not invalidate a clear card, within date, signed by a former secretary-treasurer. The blank cards furnished subordinate unions are good until used if the union remains in existence as a part of the International organization.

Sec. 15. Traveling cards issued by a subordinate union after its charter had been suspended or revoked shall not be honored by local unions, but any member of such a union, upon furnishing the Secretary-Treasurer with sufficient proof of membership, shall, upon the payment of all arrearages to the International Union, be entitled to and receive a traveling card from the Secretary-Treasurer of the International Typographical Union.

Sec. 6. The duly attested cards of all persons from foreign typographical unions, which unions will reciprocate in kind, on payment of the International Typographical Union registration fee, shall be received by subordinate unions and their holders admitted to membership in like manner as though presenting a traveling card of the International Union: *Provided*, That recipient subordinate unions may require that holder pass language and competency test before admission: *Provided, further*, That any person presenting a duly attested card from a foreign union who has previously been a member of the International Typographical Union shall be exempt from

payment of the registration fee to the International Typographical Union.

Renewal and Reissue.

Sec. 17. Where a union member who has been for a length of time so located as to make it unnecessary for him to deposit his card, under the workings of our system, until after it has expired by limitation, presents his card for renewal to a local union, such union, on the payment of accrued International per capita tax and assessments from date of issuance to date of such renewal, provided such time does not exceed four months (and no local fees whatsoever shall be chargeable), shall promptly renew such card, provided for the application for renewal be accompanied by satisfactory evidence that the applicant has not in the meantime been guilty of any anti-union conduct. Any member holding a traveling card shall stand suspended as provided in section 5, article vii, by-laws, when four months in arrears for International dues and assessments, and must reinstate as provided in article xvi, by-laws. Nothing herein shall be held as preventing such member from making application as a new member if he so elects; and the financial secretary shall report to the Secretary-Treasurer of the International Typographical Union all collections made for arrearages for each month in sequence. No dues, assessments or fees of any kind can be collected for any one month unless the indebtness for all previous months has been liquidated. Should the union issuing such card have in the meantime ceased to exist, it is the right of the union man holding such card to have it accepted by any subordinate union on his showing to the satisfaction of such union that his record has been a clear one since the date of issue of such card. Unexpired traveling cards must be renewed by local unions, on presentation by the holders of satisfactory evidence of union conduct, and the payment of International per capita tax and assessments. Traveling cards may be renewed by the International Secretary-Treasurer under the foregoing conditions.

Sec. 18. When a member loses his traveling card he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made.

Duplicates shall be furnished from a series separate from the regular traveling cards and have printed thereon the words "Duplicate Card." No duplicate for a lost traveling card shall be issued to any member unless application therefor is made within thirty days from the time such card is lost.

Article XXII.—Typographical Journal.

Section 1. The Typographical Journal shall be published once a month and shall contain in addition to the reports and other matters required by law to be published, the reports of the International and Home audits; official orders; charters granted; charters suspended, and the causes; a list of deceased members with register numbers; state of trade; advertisements meeting the approval of the Executive Council; all reports (including detailed statement of expenditures) and proceedings of the officers and members of the corporation of the Union Printers Home; and such other matters as may be of interest and importance to the craft generally.

Sec. 2. Such unions as desire to publish a list of the names of their officers shall be charged therefor at the rate of $1 per line per year.

Sec. 3. The subscription rate of The Journal to nonmembers shall be $2 per annum, postage in addition to foreign subscribers. The price for single copies shall be 20 cents each.

Article XXIII.—Union Printers Home.

Section 1. This union hereby ratifies the action of Edward T. Plank, William S. McClevey and Columbus Hall, as its trustees, in conveying the Home at Colorado Springs, in Colorado, to the Union Printers Home corporation as trustee, for the uses and purposes, and upon the trust declared and the terms and conditions stated in the deed by said grantors of said grantees dated the 17th day of May, 1892.

Sec. 2. Any member in good standing of any subordinate union shall be deemed a member of the International Typographical Union for the purposes of admission as a resident of the Home at Colorado Springs, Colorado, and of participation in the bounty.

Sec. 3. No person shall be deemed a member in good standing of the International Typographical Union who

shall willfully neglect, disregard or violate any resolution, order, by-law, or duty prescribed by said union of and concerning the management and control of the Home at Colorado Springs, or of the trust upon which said Home is held by the Union Printers Home corporation.

Sec. 4. A full and complete, true and accurate report shall be submitted to each convention of the International Typographical Union by the Board of Trustees of the Union Printers Home, showing its transactions and containing such recommendations as may be useful to the union in furthering the interests of the Home.

Sec. 5. At all times the articles of incorporation of the Board of Trustees of the Union Printers Home, and the constitution and by-laws thereof, shall be further amended in such manner and to such effect as the International Typographical Union may direct.

Sec. 6. The Board of Trustees of the Union Printers Home shall make its best efforts to provide for rehabilitation of war veteran members who may be in need thereof.

Article XXIV.—Women Members.

Section 1. Equal wages and conditions shall prevail for both sexes in every local jurisdiction of the International Typographical Union, subject to the requirements of the laws of the various states as these laws affect women workers. Any member who violates the provision of this section, upon conviction, shall be punished by a fine of not less than $25, or suspended, as the union may determine, in accordance with International law.

GENERAL LAWS

Article I.—Apprentices.

Section 1. Apprentices shall not be less than 16 years of age at the time of beginning their apprenticeship. They shall be listed by the secretary of the subordinate union and they shall serve an apprenticeship of six years before being admitted to journeyman membership in the union: *Provided*, That upon request of the local union and employer, and with the consent of the Bureau of Education of the International Typographical Union, an apprentice may be upgraded when he has shown he has applied

himself to his work and studies sufficiently to warrant advancement. Failure of apprentice member on completion of his apprenticeship period to file his application for transfer to the journeyman roll shall be sufficient cause for cancellation of his apprenticeship.

Sec. 2. Subordinate unions are prohibited from transferring apprentice members to journeyman membership until the applicant for such transfer has been certified by the Bureau of Education as having completed the Course of Lessons in Printing, or has received certification of such completion from a school duly accredited by said Bureau of Education. *Provided,* That the foregoing shall in no wise nullify the provisions of section 4 of this article, or the authority of the President of the International Typographical Union to waive completion of the Course of Lessons in Printing: *Provided, further,* That unless the provisions of this section have been complied with, no journeyman register number shall be assigned to an apprentice member.

Sec. 3. Mailer and machinist apprentices shall be exempt from the requirement that the Course of Lessons in Printing must be completed before transfer to journeyman membership: *Provided, however,* that upon application for apprenticeship all such apprentices must subscribe for, and complete the Course of Lessons in Unionism before admission as journeymen.

Sec. 4. All persons before entering the trade as apprentices shall first be approved by the local union. They must pass a technical examination given by the union's apprentice committee. A physical examination must also be made by a qualified medical examiner, approved by the local union. The medical and other examinations must show fitness and adaptability to the trade. The physical examination shall be entered on the medical certificate, printed on the reverse side of the Application for Apprentice membership which shall be filed and used as such at the beginning of the second year of apprenticeship as provided in Section 7.

Sec. 5. No apprentice shall leave one office and enter that of another employer without the written consent of the president of the local union, and the date of such change of offices by the apprentice shall be recorded on the books of the union.

Sec. 6. All local unions are required to enact laws defining the grade and classes of work apprentices shall be taught from year to year, so that they will have the opportunity of acquiring a thorough knowledge of the trade. No office shall be entitled to employ an apprentice unless it has the equipment necessary to enable instruction being given the apprentice in the several classes of work agreed upon in the contract with the employer to be taught each year.

Sec. 7. At the end of the first year, if the apprentice proves competent, and the foreman and apprentice committee recommend him for apprentice membership, he must be admitted into the union as an apprentice member, and his application blank with the medical examination on the reverse side be forwarded to the International Typographical Union Secretary-Treasurer for an apprentice register number.

Sec. 8. Every person admitted as an apprentice member of a local union at the beginning of the second year of apprenticeship shall subscribe to the following obligation:

I (give name) hereby solemnly and sincerely swear (or affirm), that I will not reveal any business or proceedings of any meeting of this or any subordinate union to which I may hereafter be attached, unless by order of the union, except to those whom I know to be members in good standing thereof; that I will, without equivocation or evasion, and to the best of my ability, abide by the constitution, by-laws and the adopted scale of prices of any union to which I may belong, as they apply to apprentice members; that I will at all times support the laws, regulations and decisions of the International Typograhical Union, and will carefully avoid giving aid or succor to its enemies, and use all honorable means within my power to procure employment for members of the International Typographical Union in preference to others; that I will not wrong a member of this union or see him or her wronged, if in my power to prevent. To all of which I pledge my most sacred honor.

Sec. 9. Apprentice members shall not have the privilege of voting. From the time of registration until such apprentice members are transferred to the journeyman roll, they shall pay per capita tax and subscription to The Typographical Journal as provided in section 1, article

ix, constitution. They shall be exempt from pension and mortuary assessments.

Sec. 10. Following initiation the apprentice member shall be registered with the Secretary-Treasurer of the International Typographical Union, who will assign a register number.

Sec. 11. Beginning with the second year, apprentices shall be enrolled in and complete the International Typographical Union Course of Lessons in Printing before being admitted as journeymen members of the union. This course of lessons shall include a course on trade unionism, containing a complete information and instruction on the principles of unionism, and to be prepared by the Bureau of Education of the International Typographical Union.

Sec. 12. Starting with the second year apprentices are entitled to and must be in possession of an apprentice working card.

Sec. 13. Arrangements should be made to have apprentices during the last year of apprenticeship instructed on any and all typesetting and typecasting devices in use in the offices where they are employed. Mailer apprentices during the last year of apprenticeship should be instructed on mailing machines in use in the mailing room.

Sec. 14. Apprentices shall be required to complete the I. T. U. Course of Lessons in Printing before being admitted to journeyman membership, except with the consent of the President of the International Typographical Union. The President of the International Typographical Union shall have authority to cancel the card of any person admitted to membership in violation of any of the foregoing provisions and may impose a penalty not to exceed $25 on offending unions.

Sec. 15. Local unions shall provide for the appointment of a committee on apprentices. The duties of the committee on apprentices shall be to inquire into the educational qualifications of applicants for apprenticeship, examine each apprentice, to ascertain if he is meeting the necessary requirements called for in the several classes of work specified for each year of his apprenticeship, and if, after such examination, the committee finds the apprentice has not made satisfactory progress, it shall so report to the union for such action as it is deemed proper to take; to require the apprentices to take needed courses of study and report any delinquency to the union; to com-

pel all apprentices to complete the I. T. U. Course of Lessons in Printing.

Sec. 16. A local joint apprentice committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. They shall act to enforce the conditions of agreement covering apprentices and shall have full power and authority any time during the term of apprenticeship to terminate the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them.

Sec. 17. Local unions shall incorporate in their contracts with employers a section containing the necessary requirements to carry out the apprenticeship laws of the International Typographical Union.

Sec. 18. The foreman and chairman of the chapel shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work.

Sec. 19. Local unions shall arrange scales of wages for apprentices in each of the years of their apprenticeship, such scales to be indicated as proportionate to journeymen's scale. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Sec. 20. Local unions are required to fix the ratio of apprentices to the number of journeymen regularly employed in any and all offices, but it must be provided that at least two members of the subordinate union, aside from the proprietor, shall be regularly employed before an office is entitled to an apprentice.

Sec. 21. For each additional five journeymen regularly employed an additional apprentice may be permitted: *Provided*, When four apprentices are employed, an additional apprentice for each ten additional journeymen may be employed: *Provided, further*, Nothing in this section shall be construed as prohibiting any subordinate union from inserting in the contract a provision that the total number of apprentices of any office shall be less than four.

Sec. 22. No apprentice shall be employed on overtime work in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the local scale. At no time shall any apprentice have charge of a department or class of work.

Sec. 23. No new apprentices will be permitted to replace those who enlist in or are called for service in the military or naval services of the United States or the Dominion of Canada (or their allies) in time of war or for the duration of any period of national emergency proclaimed by the governments of said countries. Upon again reporting for duty the situations and standing formerly held by these apprentices shall be restored to them.

Sec. 24. In filling of apprenticeship vacancies, preference shall be given to apprentice members discharged from the military services of the United States and the Dominion of Canada (or their allies) whose term of apprenticeship has been interrupted because of suspensions, mergers, or consolidations of printing offices, or for other reasons, subsequent to their induction into such service.

Sec. 25. Apprentice members shall be encouraged to attend meetings of the union and to take part in label committee and label promotional work.

Article II.—Arbitration.

Section 1. When disputes arise between subordinate unions or subordinate unions and employers, which can not be adjusted after conference between the parties at issue, the matter may be settled by arbitration (by mutual agreement).

Sec. 2. It is imperatively ordered that the executive officers of the International Typographical Union shall not submit any of its laws to arbitration.

Sec. 3. It is further provided that no joint arbitration agreement be entered into with the American Newspaper Publishers' Association by the International Typographical Union, unless said agreement shall have first been approved by a majority vote of the membership in a referendum vote.

Sec. 4. Where vacations have been established by contract, the elimination of such provision shall not be submitted to arbitration.

Sec. 5. When any arbitration procedure to which a local union is committed reaches a deadlock where fur-

ther action can not result in a conclusion within a reasonable time the local union may request the Executive Council to release it from further obligations under such arbitration procedure or agreement. The Executive Council shall have authority to decide that issue and may so release a local union. This section shall not apply to controversies properly before a joint standing committee involving only interpretation of the terms of an agreement. It does apply to matters involving the laws of the International Typographical Union or to interim wage openings whether or not arbitration is provided.

Article III.—Contracts.

Section 1. Contracts between local unions and employers are collective agreements in which the local union as such is a contracting party with an employer or association of employers. It is the obligation of the local union to observe and enforce terms of the contract. The local union as a contracting party has authority to determine differences between its members concerning their rights under the contract, subject to appeal as prescribed by the laws of the union. Where the local union has by contract prescribed a method of determining differences between the employer and the local union as to interpretation and enforcement, such method shall be followed: *Provided*, The laws of the local union not affecting wages, hours or working conditions and the laws of the International Typographical Union shall not be submitted to arbitration.

Where the contract between the local union and employer does not provide a method for the adjudication of differences as to interpretation and enforcement, the employer may require the International Typographical Union to interpret the obligations of the local union, provided said contract has been approved by the President of the International Typographical Union as conforming to the laws of the International Typographical Union.

Sec. 2. No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with International law and approved by the International President. No member holding active membership in any local union shall sign an individual or private contract with any employer, agreeing to work for any stated length of time,

wages or conditions. The union alone has the power to contract for conditions, wages and hours.

Sec. 3. No local union shall enter into negotiations with any proprietor, firm or corporation operating a plant in another jurisdiction which does not actually have a plant in operation or have equipment for such plant in its particular jurisdiction without first communicating with and having the approval of the International President, and if the contemplated plant is being removed from another jurisdiction, the local union shall also contact the local union or unions in which the plant or plants are now operating.

Sec. 4. Subordinate unions are required to submit to the International President for review and approval, as complying with requirements of International Union laws, all proposals for a new contract, alteration, amendment or extension of an existing contract before presentation to the employer. No contract shall provide for automatic renewal on failure to notify either party thereto of desire to change or terminate the contract.

Sec. 5. Subordinate unions at all times have the right to define as struck work composition executed wholly or in part by non-members, and composition or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which union members may refuse to handle the work classified as struck work.

Sec. 6. Violation of contracts or scales of prices on the part of an employer or his representative should be brought to the attention of the foreman in charge of the department, and if not satisfactorily adjusted, are to be taken up by the officers of the union and the employer.

Sec. 7. No local union shall sign a scale of wages with an overtime clause calling for overtime on any certain day at a rate less than paid for overtime on all other days. Local unions shall incorporate a clause in their scales which provides for the payment of overtime at a rate not less than price and one-half, based on the hourly wage paid.

Sec. 8. Members of the International Typographical Union shall not be permitted to operate a portion of a printing plant or an entire printing plant, for a portion of the time, under contract or sub-contract. Members can only engage in business as employers when they own and

control the establishment. This shall not apply to bona fide recorded leases for a term of one year or more under the terms of which the member-lessee exercises control over the establishment and prices of the products thereof. No member of the International Typographical Union can evade any of its laws as applying to members generally by having transferred to himself a nominal amount of stock in a company or corporation organized for the purpose of conducting a printing plant; nor does the holding of the position of director in such company or corporation constitute him a proprietor unless he be able to prove that he is a bona fide stockholder therein and that his block of stock in the company or corporation bears such relation to the whole capital stock as to show that the partnership is a genuine business transaction.

Sec. 9. Where copyholders, in addition to proofreaders, are employed, local unions are directed, where possible, to incorporate in the contracts a provision that members of the union be employed as such copyholders, and that a scale be made for such work.

Sec. 10. Subordinate unions, when making contracts or wage agreements, must insert a clause therein providing that no member when employed shall be paid for less than a full shift except when discharged for cause or when excused at the member's own request.

Sec. 11. Local unions must incorporate in contracts a provision that all composing room work appertaining to printing and the preparations therefor, shall be done by journeymen or apprentices, and must further provide for the elimination of all so-called miscellaneous or composing room helpers by agreement that as vacancies occur they shall be filled (if needed) by journeymen or apprentices.

Sec. 12. It is the unalterable policy of the International Typographical Union that all composing room work or any machinery or process appertaining to printing and the preparations therefor belongs to and is under the jurisdiction of the International Typographical Union. Subordinate unions are hereby directed to reclaim jurisdiction over and control of all composing room work or any machinery or process appertaining to printing and the preparations thereof now being performed by non-members.

Sec. 13. Subordinate unions shall incorporate in proposed contracts a clause providing for holidays with pay; annual vacations with pay; severance pay of not less than two weeks pay for each year of priority in the office for all members affected by suspension or mergers, hospitalization and pay allowances for sickness or accident; and severance pay of two weeks' pay for each year of continuous priority for situation holders laid off to reduce the force.

Sec. 14. Subordinate unions shall provide in proposed contracts that night work shall be paid for at not less than 10 per cent over the day scale.

Sec. 15. Subordinate unions must incorporate in proposed contracts a vacation provision that when a member ceases employment for any reason he shall receive pay for accumulated vacation credits.

Sec. 16. Subordinate unions shall incorporate in proposed contracts a clause which provides for the payment of overtime at a rate not less than double time, based on the hourly wage rate.

Scales.

Sec. 17. Work in foreign languages shall be at the scale rates of the particular union having jurisdiction: *Provided*, That in no case shall English composition be at a lesser rate than that of the typographical union. Nor shall foreign composition in English offices be done at a lesser rate or longer hours worked thereon than is in vogue in offices under the jurisdiction of such foreign language union.

Sec. 18. No member shall represent proprietors in scale negotiations, except with the consent of the local union. This section shall also apply to holders of honorable withdrawal cards.

Sec. 19. The International Typographical Union relegates to subordinate unions authority to establish in contracts provisions governing the disposal of extra work. In filling regular situations contracts must provide substitute oldest in continuous service shall have prior rights in filling of the first vacancy.

Sec. 20. Subordinate unions must insert in proposed contracts provisions that priority members shall have choice of new shifts, new starting times, new phalanx days and choice of vacation schedule.

Sec. 21. Subordinate unions must incorporate in contracts a provision fixing the hours designating day work and night work. Day work shall be between 7 a. m. and 6 p. m. Night work shall be between 6 p. m. and 7 a. m. For shifts which do not begin and end within the hours specified for day work, not less than the night rate shall be paid.

Sec. 22. Subordinate unions shall incorporate in proposed contracts and wage agreements a clause providing for shorter hours, with still shorter hours on the night shift than on the day shift until the unit of thirty hours a week has been reached.

Article IV.—Departments.

Section 1. The recognition of departments shall be optional with local unions. Establishment of departments shall be by agreement and such departments as are recognized shall be enumerated.

Sec. 2. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

Sec. 3. When departments are not recognized an employe shall not be discharged to reduce the force or for incompetency while there is work in the office he is competent to perform and to which his priority entitles him.

Sec. 4. When departments are recognized by agreement no transfers shall be made except in emergencies: *Provided*, When all available extras are hired in any department transfers may be made into that department.

Sec. 5. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of members seeking work as extras. The hiring of more members than are needed in one class of work or department and later transferring them to work which could have been done by others entitled thereto because of their priority is discriminatory. It is also discriminatory to transfer a situation holder or extra when such transfer results in members not being hired who have priority superior to those transferred.

Sec. 6. Transfers are not required to permit members to exercise priority upon a vacancy, either regular or extra, which the member is not qualified to fill: *Provided*, Transfers made for the convenience of the office shall be made to permit cancellation of overtime or ob-

servance of the five-day law and for the convenience of members desiring to engage a substitute.

Sec. 7. Members transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other members of work to which they are by priority entitled.

Article V.—Foremen.

Section 1. In union shops the foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of article x, general laws.

Sec. 2. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employes, or their rights under accepted International Typographical Union laws. A discharged member shall have the right to appeal in accordance with the laws of the International Union as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Sec. 3. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The member with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first: *Provided*, The member to be discharged may claim any other work in the office he is competent to do which is being performed by a member with lower priority standing: *Provided, further*, A member claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 4. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the member holding a situation who has the lowest priority standing in the department in which decrease is necessary.

Sec. 5. A member discharged to reduce the force shall be re-employed, either as regular or extra, upon work he is competent to perform in the order of his priority standing.

Sec. 6. When a member is discharged for any reason, he may demand and the foreman shall give in writing, the reason for discharge: *Provided,* Such demand shall be made within seventy-two hours after member is informed of discharge.

Sec. 7. A member who believes he has been illegally or unjustly discharged, shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council as provided herein: *Provided,* When a subordinate union has made specific provision in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A member who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A member discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

Sec. 8. A foreman shall not designate any particular day, nor how many days a member shall work in any one week: *Provided,* The member must engage a substitute when absent. Any member covering a situation is entitled to and may employ in his stead whenever so disposed any competent member of the International Typographical Union without consultation or approval of the foreman: *Provided,* Local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods in severe unemployment emergencies, with the consent of the Executive Council, may establish provisions for equitable distribution of subbing among eligible substitutes.

Sec. 9. A foreman shall not be permitted to select his force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Sec. 10. All persons performing the work of foremen or journeymen, at any branch of the printing trade, in offices under the jurisdiction of the International Typo-

graphical Union, must be active members of the local union of their craft and entitled to all the privileges and benefits of membership.

Sec. 11. The International Typographical Union recognizes only two classes of labor in union shops, journeymen and apprentices.

Article VI.—Labels.

Section 1. Local unions, acting as agents for the International Typographical Union, shall loan labels for use or cause the same to be used in such offices and by such employing printers as fully comply with the rules and regulations of the International Typographical Union and said local unions, and also sign a label contract. The Executive Council of the International Typographical Union shall have the typographical union label withdrawn from all printing establishments employing members of antagonistic organizations.

Sec. 2. The typographical label shall be supplied to local unions by the Secretary-Treasurer of the International Typographical Union in such form as may be deemed expedient, or matrices may be purchased through said Secretary-Treasurer, the cost thereof to be paid by the local union, but the matrices to remain the property of the International Typographical Union and to be surrendered by the local union on order of the International Executive Council.

Sec. 3. The label shall be used only under contracts in either newspaper or commercial shops providing for an hourly rate of at least $1.00 per hour, and under which the contract requires members to work no more than a five-day, forty-hour week.

Article VII.—Machines.

Section 1. None but members of the International Typographical Union shall be permitted to operate typesetting, typecasting or material making machines. The International Typographical Union also claims jurisdiction over all duplicating machines, such as typewriters and varitypers, etc., the product of which is actually used in offset printing.

Sec. 2. In machine offices under the jurisdiction of the International Typographical Union, no person shall be eligible as a "learner" on machines who is not a member

of the International Typographical Union. The time and compensation of "learners" shall be regulated by local unions: *Provided*, Local unions may grant permits to apprentices during the last year of their apprenticeship, during which they may learn the machines, and such apprentices shall be subject to the rules and regulations of such local unions.

Sec. 3. Subordinate unions are prohibited from establishing piece or bonus scales and the International Union forbids the renewal of existing piece or bonus scales by agreements which provide for the operation of such piece or bonus scales after January 1, 1941.

Sec. 4. No member of the International Typographical Union shall engage in speed, record or other contests, either by hand composition or on machines. Violation of this law shall be punishable by a fine of not less than $25, or suspension.

Sec. 5. It is the unalterable policy of the International Typographical Union that only members in good standing shall be employed in installing, operating and maintaining all mechanical devices which cast, compose or impose type or slugs; perforate tape for use in composing or producing type or slugs; operated manually or automatically and wherever located.

Article VIII.—Machine Tenders.

Section 1. All machine tenders shall be members of the International Typographical Union, and the local unions shall provide and maintain a scale covering such positions, and they shall at all times be under the control and amenable to all laws and regulations of said local unions. Porters shall only be allowed to melt metal and put metal around machines. They shall not be allowed to start, repair, oil, clean, change or adjust machines, or clean space bands and plungers. All work pertaining to maintenance and care of machines to be performed by machine tenders who are journeymen or apprentice members of the International Typographical Union.

Article IX.—Plate Matter and Matrices.

Section 1. The International relegates the use of plates and plate supplements matter to subordinate unions, with power to act.

Sec. 2. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of types

or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation, and published in the same establishment, is unlawful, and shall not be allowed, unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office: *Provided*, That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit within which borrowed or purchased matter, or matrices, are to be reset shall also be regulated by agreement between the employers and local unions. This section shall not apply to original commercial composition purchased from union commercial trade composition plants or other union composing rooms when such composition is an integral part of production of a particular commercial job.

Sec. 3. Subordinate unions may include in contracts provisions requiring reproduction, or exempting from reproduction, national (general) advertisements, plates and plate supplement matter, printed supplements, type, plates and matrices other than local advertisements.

Article X.—Priority.

Section 1. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

Sec. 2. Subordinate unions shall establish a system for registering and recording priority standing of members in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to members at all

times. The priority standing of a member shall stand as recorded.

Sec. 3. No member shall hold priority in more than one office nor shall a member retain priority standing or a situation in an office if he performs work over which the International Typographical Union has jurisdiction, either supervisory or mechanical, in another printing office whether or not the member is interested financially or otherwise in said office: *Provided,* Subordinate unions may establish regulations whereby members may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may prohibit a substitute having refused such work from claiming it as overtime

Sec. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve-month period without loss of situation or priority: *Provided,* Members exercising this privilege shall employ the priority substitute competent to perform the work.

Sec. 5. Any member engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement, or any member incapacitated by illness, shall not be deprived of his priority standing while so employed or so incapacitated. A member so engaged shall employ while absent the priority substitute competent to perform the work if one is available, or if not, he shall not suffer loss of situation and/or priority. This does not apply when a competent substitute is available. After thirty days the situation shall be filled by priority sub, and upon reporting for duty full priority rights shall be restored: *Provided,* That when a member is incapacitated by illness a substitute shall be employed in accord with section 6.

Sec. 6. Available priority substitute competent to perform the work must be placed on all situations after the situation holder has been absent from his or her situation for a period of thirty calendar days: *Provided,* Should a substitute with greater priority become available, such substitute shall be placed on said situation.

Sec. 7. In cases where members are admitted as resi-

dents of the Union Printers Home or who enlist in or are called for service in the military or naval services of the United States or the Dominion of Canada (or their allies) in time of war or for the duration of any period of national emergency proclaimed by the governments of said countries, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the allies, Knights of Columbus, the Salvation Army, the Young Men's Christian Association, or any recognized organization of a similar character, their situations and/or priority standing shall be protected and upon again reporting for duty the situations and/or priority standing formerly held by these members shall be restored to them.

Sec. 8. A foremen employed from outside the shop shall accumulate no priority standing during the period he continues as foreman.

Article XI.—Five-Day Law; Overtime.

Section 1. In all offices under union jurisdiction the unit of hours constituting a regular shift shall not exceed eight and no subordinate union shall enter into a contract which provides for a workweek in excess of forty hours.

Sec. 2. No member performing mechanical work as journeyman shall be require, or permitted, to hold a situation composed of more than five days, or five nights, or combination of days and nights totaling more than five, within a financial week.

Sec. 3. Five shifts shall constitute a situation and all time worked in excess of five times the unit of hours constituting a regular shift shall be canceled by employment of a substitute as soon as one becomes available.

Sec. 4. Time worked in excess of the limits provided in the above sections shall accumulate as specified in section 10 of this article, and failure of a member to cancel such excess time when a competent substitute becomes available shall render the member subject to a fine of one day's pay at the scale of the union. Each shift the member fails to employ a competent substitute who is available shall constitute a separate offense.

Sec. 5. Members who do not limit themselves to five shifts within the financial week in accordance with the provisions of section 2 of this article shall be assessed a day's pay for each offense. Where the local union fails to apply the penalty the Executive Council shall levy an

assessment of a day's pay against each member for each violation. Where the local union levies the fine it shall be paid into the local treasury. All fines assessed by the Executive Council as penalties for violations of this article shall be forwarded to the International Secretary-Treasurer. Members who fail, or refuse, to pay any sum levied by the Executive Council shall be suspended and lose all rights and benefits of membership.

Sec. 6. No reduction of the five-day workweek may be ordered by a local union, nor shall special assessment for out-of-work relief by levied by such union in excess of 3 per cent of earnings: *Provided*, That all proposals for special assessments must provide a specific date on which collection of such special assessment shall be discontinued.

Overtime.

Sec. 7. Members required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time, The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid: *Provided*, In case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Sec. 8. Not less than time and one-half shall be paid for any shift worked in excess of five within a financial week. When a member is required to work on a regular off-day or off-night not less than the overtime rate shall be paid for such work performed.

Sec. 9. When any situation holder accumulates overtime equal to the unit of hours established for a regular shift he shall engage a competent substitute as soon as one becomes available for the purpose of canceling such overtime: *Provided*, It shall not be mandatory that any member cancel more than three days' accumulated overtime in any one financial week nor shall it be mandatory that any member cancel accumulated overtime on a holiday which falls within the five-day work-week and for which premium pay is provided for by contract. Holidays or time lost through "begging off" shall not cancel overtime. A substitute having a day's overtime to give out is not eligible for employment in the week following as soon as he has worked the number of shifts to make a

full week, including the accumulated overtime, if other substitutes are available.

Sec. 10. Subordinate unions shall specify the period, which shall not be less than sixty (60) days, overtime shall be accumulative. It shall also be mandatory that each local union adopt laws requiring posting of overtime in all chapels under its jurisdiction.

Sec. 11. Any member having accumulated overtime to give out who fails or refuses to employ an available competent substitute, or who attempts to evade the overtime law, shall be punished by a fine of not less than one day's pay for each offense. Where the records show violation or evasion the fine may be arbitrarily assessed. It is mandatory that local unions impose and collect the fine for which provision herein is made and with it compensate substitutes who suffer loss of employment through violations of Sections 9 and 11 of this article.

Sec. 12. Where members work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be considered as overtime at the ratio of day for day and shall be laid off in accordance with the local and International laws governing overtime.

Article XII.—Sublist and Phalanxing.

Section 1. Establishing or maintaining situations composed of less than five shifts in offices which operate five, six or seven days, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

Sec. 2. Laying off a situation holder and employment of another member as extra to perform work to which the situation holder's priority and competency entitle him is prohibited.

Sec. 3. Violation or evasion by a foreman of either sections 1 or 2 of this article shall be punishable by a fine of $25, which may be assessed by the chairman of the chapel or the president of the subordinate union. When such fine is levied it must be paid pending appeal to the subordinate union and the Executive Council. Any chairman failing to report the violation of this section shall be fined $25.

Sec. 4. Sections 1, 2 and 3 shall be posted in all chapels and enforced by all unions under the jurisdiction of the International Typographical Union.

Article XIII.—Type—Standard.

Section 1. A subordinate union can not alter or amend the standard of type adopted by the International Typographical Union. The following is to be the alphabetical scale for the measurement of type cast on the point system: 12-point to 9-point, inclusive, 13 ems; 8-point and 7-point, 14 ems; 6-point, 15 ems; 5½-point, 16 ems; 5-point, 17 ems; 4½-point, 18 ems. All fonts exceeding the standard are to the benefit of the compositor, and no deductions or allowances can be made owing to such excess. In considering whether a font of type is up to the standard, the letters to be measured are the lower case letters from a to z, inclusive, and these only—the twenty-six letters of the alphabet; and the letters c, d, e, i, s, m, n, h, o, t, a and r shall be equal to at least one-half of such measurement. Where type shall be cast upon a larger body than the face (6-point face upon a 7-point body), it shall be measured as the face; or where it shall be cast upon a smaller body than the face (as 10-point face upon a 9-point body) it shall be measured as the body. Type cast in such a manner as practically to produce leaded matter without the use of leads shall be measured as type the next size smaller than the body in which it is cast.

RESOLUTIONS

1. That it is not contrary to the policy of the International Union for our members to refuse to patronize an establishment which has been declared unfair, even though said establishment employs in part union men.

2. That the membership give its best endeavors toward persistent local label agitation. This work by local unions has produced excellent results wherever the members have concentrated their energies and insisted that the label appear upon printed matter.

3. That chairmen of offices under the jurisdiction of subordinate unions shall recognize the current working cards of traveling inspectors and repairmen of typesetting machine companies, in so far as may be necessary to permit of the repair or inspection of machines.

4. That the International Union favors a universal system of health insurance with contributions by employers and the state in order that efficient medical treatment may be furnished to all sick wage earners, and especially that due emphasis may be placed upon the prevention of industrial disease; and that our local unions are hereby advised to give their support to the movement for health insurance laws.

5. That the International Typographical Union recommends to the subordinate unions that wherever possible plots be secured in cemeteries for their locals to the end that the graves of our dead may be distinguished from other graves and that suitable shafts be erected on same.

6. That the International Typographical Union expresses its unalterable opposition to the letting of contracts by the Federal Government for printing to be produced by substitute processes such as multilith, multigraph and mimeograph, and to the continued use of such processes by the Government except under supervision of the Public Printer, as required by law, and by printing trades mechanics.

7. That the membership of the International Typographical Union is urged to contribute annually on May 12 the sum of 50 cents to the Home endowment fund; that all contributions be collected through regularly established dues collecting agencies; that all collections be deposited, without commissions of any kind, in the Home endowment fund, and the proper officers be required to include in their reports as at present the amounts added and the total amount of the Home endowment fund.

8. That the International Typographical Union endorses the establishment of state allied printing trades associations.

9. That the International Typographical Union protests and goes on record as being opposed to the vocational departments of our different public school systems competing in the commercial field and seeks the discontinuance of this very unfair trade practice.

10. That the International Typographical Union urge and assist all typographical unions under its jurisdiction in adopting the following law in all the states and provinces:

Section 1. All printing for which the state, province, counties, cities, or subdivisions thereof are chargeable, or which is paid for with funds appropriated wholly or in part of by the state, province, counties, or political subdivisions thereof, must be printed within the state, province, counties, or cities, where practicable and done by letter-press process.

Sec. 2. Printing firms shall be required to establish consideration as a responsible bidder on printing for state, province, counties, cities, or political subdivisions as follows:

(a) As a condition to consideration as a responsible bidder, printing concerns must file with the secretary of state or controller and purchasing agent, a sworn statement to the effect that employes in the employ of the concern which is to produce such printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality in which the work is produced.

(b) When a collective bargaining agreement is in effect between an employer and employe, who are represented by a responsible organization which is in no way influenced or controlled by the management, such agreement as to wages and hours shall be considered as conditions prevalent in said locality and shall be the minimum requirements for being adjudged a responsible bidder under the law.

Sec. 3. Any contract for printing with a bidder who is not responsible within the requirements of the law shall be declared null and void.

11. That the International Typographical Union in convention assembled goes on record urging local Allied Printing Trades Councils, in localities where mailers' unions exist, to prohibit the use of the union label on publications and advertising circulars, on which mailers' work is to be performed by other than union mailers.

12. That a permanent committee of five to be composed of all the officers of the Executive Council of the International Typographical Union is hereby authorized to perform the following duties: It shall annually publish in The Journal a list of those members whose records at International headquarters show that they have been members of this organization for a period of not less

than forty (40) years; and it shall design a suitable emblem or jewel to indicate that the member has been in continuous good standing with this organization for at least forty (40) years; and it shall keep a supply on hand of these jewels or emblems at all times which they shall sell only to the member's local union at cost, after the member's name has been published in The Journal; and the committee is also empowered to bestow this jewel or emblem on those members of the International Typographical Union that it shall deem justly entitled to such recognition for meritorious services or outstanding achievement to the International Typographical Union.

13. That the members of fifty years' standing be issued an emblem designating such continuous good membership.

14. That the International Typographical union order that a bronze plaque, of appropriate size and design and bearing the names of all of those who shall have died in the service of their country in this war be cast as soon as possible after the cessation of hostilities, and be permanently erected and unveiled, with appropriate ceremonies in a place of prominence on the grounds of Typographical Terrac in the city of Indianapolis, Indiana.

15. That no contract shall be approved for negotiation by the International Typographical Union which does not provide for a maximum workweek of five days, the shifts of which shall not exceed seven and one-half hours each; and that the International Typographical Union shall not approve for negotiation any contract that does not contain a provision for a minimum vacation allowance of two weeks with pay.

16. That the time has come when greater attention should be given to the prophylaxis and detection of tuberculosis before it reaches its incipient stages; that the convention recommends to its local unions that every available facility provided by state, province and local governments and other bodies be used to the fullest extent in order to arrest the development and spread of tuberculosis among members of the International Typographical Union and their families.

17. That the International Typographical Union, assembled in 88th session, respectfully urges the Veterans' Administration that where a committee composed of

members of a subordinate union of the I. T. U. and employers has an apprentice-training program for the printing industry such program be recognized as the only program for instruction of veteran apprentices in that particular area.

18. That the 88th Convention of the International Typographical Union urge members of Congress and the Senate of the Government of the United States to amend the Social Security Act, and that the Act be amended, lowering the retirement eligibility age from 65 years to 60 years; setting eligibility age for women at 55 years, and providing disability benefits after ten years of social security tax payments regardless of age.

19. That the International Typographical Union goes on record as favoring amendments to the Federal Social Security Act which would provide old age and survivors' benefits for employes of religious, educational and charitable institutions; that the officers of the I. T. U. seek the co-operation of all labor organizations in support of such amendments.

20. That the International Typographical Union delegates to the American Federation of Labor and the Canadian Trades and Labor Congress be instructed to urge those bodies to seek enactment of legislation by the various states and provinces compelling employers whose employes are engaged in a labor dispute to insert such information in any advertisements for new employes.

BURIAL SERVICE
For Deceased Members.
(Short Form)

[*Supply pronouns of opposite gender where necessary in text.*]

On by one they pass away, our brother in a common destiny, our fellow workmen and our friends. Death has claimed for its own the brother whose lifeless form we are about to consign to its last resting place, and we know that we shall no longer enjoy his fraternal fellowship. We who knew him well in our daily walks of life realize that in his departure from among us we are to be deprived of his companionship and feel that something has gone from us that can never be again.

It has been the fraternal custom among members of the Typographical Union, on the death of a member, to accompany the remains to its last resting place, and it is in the capacity of union printers that we are assembled here today, deploring his loss, and to offer up our last tribute of respect to his memory, thereby certifying to his loyalty to the ties that bound him to us and the esteem in which we held him.

In paying this last tribute of respect to our deceased brother we also extend our deepest sympathy to his bereaved family in this, their hour of affliction. Loyal and true as he was to us, so shall we be loyal and true in carrying out the obligations of our organization to those dear ones he has left behind.

Since it has pleased Almighty God in His tender mercy to take our brother from this vale of tears and from this world of sorrow and care to that home everlasting, may we who survive him realize the short time that remains until we shall be called to answer the summons from above; and may the lifeless form in the casket before us, to which we now pay this tribute of respect, prompt us to greater efforts to strengthen the weak and erring and render assistance to our needy members, that our own lives may be bettered thereby and that we may the more strongly cement the ties that bind us.

[*Here a short sketch to be read of the member*]

And so, as our departed brother has completed his useful journey in this world, may we profit by this solemn parting so that, when the trumpet of Gabriel is sounded on resurrection morn, we may receive from the compassionate Judge the welcome invitation to enter the kingdom of heaven, there to meet, never to part. And in the language of the poetic inspiration:

"So live that when thy summons comes to join
The innumerable caravan that moves
To that mysterious realm where each shall take
His chamber in the silent halls of death,
Thou go not like the quarry slave at night,
Scourged to his dungeon, but, sustained and soothed
By an unfaltering trust, approach thy grave
Like one who wraps the drapery of his couch
bove him and lies down to pleasant dreams."

Prayer.

Our Father, Who art in heaven, hallowed be Thy name; Thy kingdom come; Thy will be done on earth as it is in heaven; give us this day our daily bread, and forgive us our trespasses as we forgive those who trespass against us; lead us not into temptation, but deliver us from evil, for Thine is the kingdom, the power and the glory, for ever and ever, Amen.

(Long Form)

[*The following longer form of burial service is designed for use on occasions when the Typographical Union service is the only one used, and where consequently a longer form is desirable. If preferred, the first part of this form, including the first prayer, can be used as an alternative short form of service.*]

We pause in the midst of our activities to pay tribute to the memory of one of our craft who has entered into the Larger Life. It is altogether fitting that we should pay this homage of respect to this member of our local whose visible fellowship we are no longer privileged to enjoy, but whose memory we reverence and cherish. He was our brother, pledged to the ideals of our organization. He was our comrade, devoted to the principles of unionism and fellowship; his going from us at the time of his highest possibilities of service touches our hearts with grief and stuns us with an awareness of our irreparable loss.

How trivial are the mundane affairs of men compared with the province of God and the ultimate and supreme adventure which each in his turn must eventually make! How insignificant are the victories of which we boast beside the colossal upheavals of nature and the passing of living souls to pioneer in celestial realms! Life is the consummation of the entire creative process, and man, made in the spiritual likeness of God, is the culmination of all ages.

Our minds will not consent to believe that the spiritual individuality is blotted out of existence by the experience of death, and that out in the Great Beyond there is no pathway for our feet, no refreshing stream by which our

weary souls may become invigorated. Alters and shrines dot the landscape in every country throughout the world, revealing the universal faith in an unseen Friend and in the survival of the spirit after the dissolution of the body. The archaeologist going back into the far-distant past, reports that his researches have shown this universal faith in immortality to have existed even among our most primitive ancestors; and the sociologist tells us that nowhere on the face of the earth today is there a race of people who do not look up in reverence to a power or powers superior to humanity in the hope of eternal life.

Our immediate thought, our aim is for the welfare of humanity, for the upbuilding of our craft organization and what it stands for. May not our efforts be likened to that of the bridge builder so beautifully described in this description of his life work:

"An old man going a lone highway
Came in the evening, cold and gray.
To a chasm vast, that was deep and wide,
Through which there flowed a sullen tide.

"The old man crossed in the twilight dim,
The sullen stream had no fears for him.
But he stopped when safe on the other side
And built a bridge to span the tide.

"'You are wasting your strength in building here,
Good friend,' said the fellow pilgrim near.
'Your journey will end with the passing day,
You never again will pass this way.
You have crossed the chasm, deep and wide,
Why build a bridge at eventide?'

"'Good friend, in the path I have come,' he said,
'There followeth after me today
A youth whose feet must pass this way.
This chasm which has been as naught to me
To that fair-haired youth may a pitfall be.
He, too, must pass in the twilight dim,
Good friend, I am building that bridge for him.'"

The human race seems to have an intuition that a richer and fuller life lies beyond the tomb. In a moral universe, in a universe where spiritual values are eternal, the injustice of things here in this life demands an opportunity for the realization of justice in a life beyond the grave.

Sickness, suffering and sorrow occupy no inconsiderable portion of our experience. While in the very prime of life, when our powers are at their height, affliction steals upon us to impotence or removes us entirely from our earthly fellowships. The immortal soul longs to be delivered from the power of death and to realize a more perfect justice than our mundane existence permits.

Eternal God, Thou has been our dwelling place in all generations. Before the mountains were brought forth, or ever Thou hast formed the earth and the world, even from everlasting to everlasting, Thou art God. A thousand years in Thy sight are but as yesterday when it is past, and as a watch in the night. W give Thee grateful thanks for Thy many providences; their name is legion. We give Thee earnest thanks for the life of our associate who sojourned with us for a while but now has joined the endless throng of pilgrims in that land where pain and suffering, grief and woe are unknown. His cheerful obedience and his unselfish devotion to the work which constituted his calling in life challenge us wholeheartedly to give of our strength and our energies to the tasks before us. In his character, in his personality we see intimations of immortality and we rejoice that it was our privilege to have known him and to have had fellowship with him. Grant that Thy fatherly benedictions may rest upon his loved ones who mourn and whose hearts are filled with sadness. Comfort them with tokens of eternal life and give them the assurance that there is life after death. We ask this, committing ourselves to Thy gracious care.

"As the hart panteth after the water brooks, so panteth my soul after Thee, O God." That is the universal cry of man. With Tennyson the whole human family sings in rhapsody:

"Thou wilt not leave us in the dust;
Thou madest man, he knows not why;
He thinks he was not made to die;
And Thou hast made him: Thou art just."

It was in this belief that our brother lived and closed his earthly life; and it is in this faith that we bid him farewell until we enter upon the ultimate and supreme adventure and fellowship with him again in a glorious immortality.

I can not think of them as dead
Who walk with me no more
Along the path of life I tread;
They have but gone before.
The Father's house is mansioned fair
Beyond my vision dim;
All souls are His, and here or there
Are living unto Him.
And still their silent ministry.
Within my heart hath place,
As when on earth they walked with me
And met me face to face.
Their lives are made forever mine;
What they to me have been,
Hath left henceforth its seal and sign
Engraven deep within.
Mine are they by an ownership
Nor time nor death can free;
For God hath given to Love to keep
Its own eternally.

In paying this last tribute of respect to our deceased brother, we also extend our deepest sympathy to his bereaved family in this, their hour of affliction. Loyal and true as he was to us, so shall we be loyel and true in carrying out the obligations of our organization to those dear ones he has left behind.

Prayer.

Our Father, Who art in heaven, hallowed be Thy name; Thy Kingdom come; Thy will be done on earth as it is in heaven; give us this day our daily bread, and forgive us our trespasses as we forgive those who trespass against us; lead us not into temptation, but deliver us from evil, for Thine is the kingdom, the power and the glory, for ever and ever, Amen.

[*Where burial services are in charge of and are performed by officers of the Typographical Union the following commitment is to be used:*]

Commitment at the Grave.

My friends, we are assembled here to perform the last act of which any human being can have need. A member

of our organization has passed in spirit to the Great Beyond. In vain we call upon him. He has passed into that great light which lies beyond the valley of the shadow of death. For him this earthly life is ended and the spirit has returned to God, who gave it. We, therefore, with all reverence and respect, commit his body to the grave, ashes to ashes, dust to dust.

Let us pray.

Grant rest and peace, O Lord, for the soul of our deceased friend, whom now we consign to Thy care. Weary of the trials and tribulations of the earthly life, he has passed on into Thy keeping. In mercy receive him and comfort him. This we ask for Thy name's sake. Amen.

CONVENTION LAWS.

Article 1.—Convention.

Section 1. The convention shall assemble at 9 o'clock A.M. on the first day of meeting, and afterward shall meet and adjourn at such times as may be fixed by a majority of the members present.

Sec. 2. After the first day, the convention shall remain in session not less than six hours per day until such time as the business shall have been completed.

Sec. 3. The selection of place of meeting shall be held on the fourth day of the session at 11 A.M.; the nomination shall be made on the previous day; the vote shall be by printed ballot, the said ballots to contain the names of all the cities or towns put in nomination, the ballots to be distributed thirty minutes before election; the town or city voted for shall have a cross placed opposite its name; at 11 o'clock on the day of election the roll shall be called, and each delegate shall deposit his vote in a receptacle provided for that purpose; if a result is not reached on the first ballot, the town or city receiving the least number of votes shall be dropped, and balloting shall continue until a selection is made. All expenses of such election shall be borne by the International Typographical Union.

Sec. 4. No person other than duly elected delegates and officers shall be accorded the privilege of the floor during the sessions of the International Union, except by unanimous consent of the convention; but, when re-

quested, a representative of the American Newspaper Publishers' Association, the United Typothetae of America, the Printers' League of America, or the Printers' National Association, shall be heard on important changes in the laws affecting their interests.

Sec. 5. The president of each trade district union, when not a delegate to the convention of the International Typographical Union, shall be accorded the privilege of the floor.

Sec. 6. No printed matter shall be allowed to be distributed in any convention of this union unless it bears the union label.

Sec. 7. A majority of the members in attendance at any session of the International Typographical Union shall be necessary to form a quorum for the transaction of business.

Sec. 8. The following obligation shall be administered by the President to the several elected and appointed officers before they shall enter upon their respective duties:

You solemnly pledge your word and honor, in the presence of this union, that you will, to the best of your ability, discharge the duties incumbent on you as.....of the International Typographical Union during your term of office.

Committees.

Sec. 9. As soon as practicable after the election of delegates to the International Typographical Union by subordinate unions, and at least thirty days before the meeting of the convention, the President or President-elect who will preside at the convention shall appoint a committee on laws, to be composed of seven delegates-elect. To this committee the Executive Council shall submit such information, data and propositions as shall be deemed necessary to amend and improve the Constitution, By-Laws and General Laws. It shall be competent for any subordinate union, or delegate-elect, to submit such information, data or proposition.

Sec. 10. The committee shall meet at the city where the International Union is to convene at least five days before the beginning of the session, and shall proceed as-

siduously to consider all such information, data and propositions. It shall submit a printed report in full of all propositions favorably acted upon and the full text of all propositions adversely acted upon. To this committee all amendments submitted during the session shall be referred without debate. It shall have leave to sit during the session and shall have the right to report at any time to the convention.

Sec. 11. The credentials of the above committee shall be passed upon by the Executive Council.

Sec. 12. The President shall, immediately after the roll call on the first day of the convention, appoint the following standing committees:

(*a*) *A Committee on Returns and Finances.*—To which shall be referred for review the report of the Secretary-Treasurer. This committee shall make an examination of the financial status of the International Union and shall inspect and report upon all checks, drafts and other assets of the organization in the hands of the Secretary-Treasurer, as shown by his report. To this committee shall be referred all propositions involving an expenditure of money that are presented during the session of the convention.

(*b*) *A Committee on the Union Printers Home.*—To whom shall be referred all business relating to the Home.

(*c*) *A Committee on Subordinate Unions.*—To whom shall be referred all petitions, memorial, and communications from said unions, and such other matters as this union may direct.

(*d*) *A Committee on Miscellaneous Business.*—To whom shall be referred all business not otherwise provided for.

(*e*) *A Committee on Appeals.*—Provided no objections are entered. If objections be raised, the convention shall then vote on the question, "Shall the President appoint a committee on appeals to be composed of seven members of the body?" A majority vote shall decide the question. If the decision be in the affirmative the President shall appoint the committee. In event the action taken is in the negative, the convention shall nominate and elect the committee. To this committee shall be referred all appeals from decisions of the Executive Council that are properly submitted, as is provided in the laws of this organization.

The committee shall carefully examine the evidence brought before it, and report a resolution sustaining or dismissing the appeal.

Sec. 13. The above-named committees shall consist of such number of delegates, not less than seven, as to the President may appear advisable, and the first-named member of each committee shall be the chairman.

Sec. 14. Special committees shall be appointed only when it becomes necessary to relieve standing committees, or advisable when proposed legislation requires more time for examination and consideration than the standing committee can devote thereto. Each special committee shall consist of such number of delegates, not less than seven, as to the President may appear advisable, and no delegate shall be appointed on such committee unless present at the meeting at which the appointment is made.

Sec. 15. Every officer of the International Union shall put in draft form all proposed legislation that may be recommended in his address or report, and lay such draft before the proper committees.

Sec. 16. Every committee to whom is referred any resolution, draft, or amendment of a law, or any amendment or alteration of the Constitution, By-Laws, or General Laws shall report back the full text of the same, with such amendments thereto, or substitute therefor, as said committee may deem needful for perfecting such proposed legislation.

Sec. 17. Every committee to whom is referred, with or without instruction, any communication, report or address or parts thereof, containing recommendations, suggestions, or requests for or of legislation, shall draft in proper form the subject-matter to be proposed, as made known in said address, report or communication, and report the same to the union.

Sec. 18. A majority of a committee shall constitute a quorum for the transaction of business.

Sec. 19. All reports of committees shall be presented in writing and signed by the members offering the same.

Sec. 20. Committees shall have authority to indicate what argument or data submitted shall be printed in the daily proceedings or minutes.

Sec. 21. The International Union, in convention assembled, calls to the attention of the executive the import-

ance of giving to the smaller unions a fair and equitable apportionment of the appointment of committees.

Article II.—Standing Rules.

Order of Business.

1. Roll Call and Reading of the Minutes.
2. Reports of Standing Committees.
3. Reports of Select Committees.
4. Petitions, Memorials, Correspondence, etc.
5. Resolutions, Motions, Notices.
6. Unfinished business.

The Presiding Officer.

1. The presiding officer shall take the chair at the time appointed for the union to meet, and immediately call the members to order; and, at the instance of ten members, may order the attendance of absent members who are in the city where and at the time the meetings are held.

2. The presiding officer is empowered to and shall preserve order and decorum; and if any member transgresses the rules, the presiding officer shall, or any member may, call him to order, in which case the member called to order shall immediately resume his seat until the point of order has been decided by the presiding officer, or, if appealed, by the union.

3. The presiding officer shall have the right to decide all questions of order, subject to an appeal to the union.

4. The presiding officer shall appoint all committees, unless otherwise ordered by the union.

The Members.

5. When a member is to make a motion or to speak to the question, he shall rise in his seat and respectfully address the presiding officer; when recognized, he shall give his name and union, and shall confine himself to the question under consideration.

6. No member shall speak more than twice on any question, nor more than ten minutes at any one time, without consent of the union.

7. Any member may call for a division of the question when the same will admit thereof.

8. Every member present shall vote on a question

when put, unless the union, for special reasons assigned, shall excuse him.

9. No member shall leave the room during the sessions of the union without the permission of the presiding officer.

Motions.

10. When a motion is made and seconded it shall be deemed to be in possession of the union and shall be stated by the presiding officer; or, being in writing, shall be delivered to the Secretary and read previous to debate.

11. After a motion is stated by the presiding officer, or read, it may be withdrawn by the mover, at any time previous to an amendment or final decision, by consent of the union.

12. When a question is under debate, no motion shall be received but to adjourn; to lay on the table; for the previous question; to postpone to a certain day; to commit, or to amend—which several motions shall have precedence in the order in which they stand arranged. The motion for adjournment shall always be in order; that and the motion to lay on the table shall be decided without debate.

13. A motion for the "order of the day" shall take precedence of all other business, except a motion to adjourn or a question of privilege.

14. When a motion or question has once been put and carried, it shall be in order for any member who voted in the majority to move for a reconsideration thereof; but a motion to reconsider, having been put and lost, shall not be renewed.

15. No motion to amend the minutes, by striking out words or sentences, shall be admissible, unless they contain some error of fact or grammar.

16. All motions and resolutions, unless merely affecting the order of business, shall be submitted in writing.

17. A motion to suspend the rules must receive the concurrence of two-thirds of the members present; and shall be decided without debate.

18. All motions, resolutions, recommendations or decisions of the executive officers that are sustained, intended to be mandatory, and amendments to or alterations of the Constitution, By-Laws or General Laws, must

be drafted in proper form by party or committee submitting them, stating article or section to be amended.

Committee As A Whole.

19. On going into the committee of the whole, the presiding officer shall name some member to act as chairman of the committee, who shall occupy the chair and conduct the business while in committee.

20. When the committee is ready to report, the chairman shall take the floor (the presiding officer resuming the chair) and make known in proper form the action or result arrived at by the committee, and the same shall be entered upon the minutes of the union.

The Question And Vote.

21. All questions, unless otherwise provided for, shall be put in or near this form: "As many as are in favor of (as the case may be) say Aye; those opposed, No." and in doubtful cases the President may direct, or any member call for, a division.

22. A motion for the previous question shall not be entertained unless seconded by twenty-five members of the union and shall be decided without debate.

23. When so made, the question shall be put in these words: "Shall the main question be now put?" and if decided in the affirmative, shall preclude all further amendment and debate of the question. When there shall be pending amendments, the question shall first be taken upon the amendments in their order, and then on the main question.

24. In filling blanks, the largest sum and the longest time shall be put first.

25. The ayes and noes shall be taken and recorded upon any question before the union upon the call of twenty-five members, but such call shall not preclude amendments before the main question is put.

26. While the Secretary is calling the ayes and noes, the members shall vote inside the bar; and it shall not be in order for any member to explain his vote during the call, unless unanimous consent of the union be given.

27. All questions, unless otherwise provided for, shall be decided by a majority of the votes cast.

Miscellaneous.

28. All resolutions, petitions, memorials, etc., shall be referred to their appropriate committees without debate except in cases where there is no opposition to their immediate consideration.

29. To impugn the motives of officers, members or committees or to use reviling or degrading language toward them or the union, shall be considered a breach of order, and punishable by such discipline as the union may see fit to impose.

30. At each annual convention the Secretary-Treasurer shall read to the convention a list of former delegates who have died while in good standing in the union whose names have not previously been added to the list of deceased ex-delegates and of whose demise he has been notified by local unions or by delegates to the convention prior to August 1. No objection being made the names of deceased ex-delegates so read shall be added to the list of deceased ex-delegates and the convention shall arise and remain standing for one minute as a tribute of respect to its former members.

31. In the absence of a standing rule, reference shall be had to "Robert's Rules of Order" as the guide of the union.

Article III.—Alteration of Convention Laws.

Section 1. These convention laws may be altered or amended by a two-thirds vote of the members present at any session of the annual convention, and as amended may, if so directed, become effective immediately.

THE UNION PRINTERS HOME.

Charter.

Know All Men By These Presents: That we, August Donath, of the City of Washington, in the District of Columbia; John D. Vaughan, of the city of Denver, in the state of Colorado; William S. McClevey of the city of Indianapolis, in the state of Indiana; James J. Dailey, of the city of Philadelphia, in the state of Pennsylvania; Edward T. Plank, of the city of San Francisco in the state of California; Columbus Hall, of the city of Washington, in the District of Columbia; Frank S. Pelton, of

the city of Chicago, in the state of Illinois; Amos J. Cummings, of the city of New York, in the state of New York; William Aimison, of the city of Nashville, in the state of Tennessee; William H. Parr, of the city of Toronto, in the Dominion of Canada; Will Lambert, of the city of Houston, in the state of Texas, and James G. Woodward and George W. Morgan, both of the city of Atlanta, in the state of Georgia, being all and the survivors of all the members and original incorporators of The Union Printers Home, a corporation organized heretofore, to-wit: on the twenty-fourth day of September, A. D. 1890, under and in accordance with the laws of the state of Colorado providing for the organization of corporations for non-profitable purposes, do hereby make, execute and acknowledge in this certificate of writing, all pursuant of the recommendation of the Board of Trustees of said corporation by resolution expressed, our intention so to alter and amend the articles of incorporation of said The Union Printers Home, to the end that its objects shall be more fully defined and its purposes more economically and prudentially executed and administered as that:

First—The corporate name and style of the corporation shall be The Union Printers Home.

Second—The objects and purposes for which said corporation is formed are to provide and maintain a home for afflicted and aged and infirm union printers, and to procure and furnish such means, care and attention as may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the management and control of said Union Printers Home and the power to exclude therefrom persons suffering from such diseases as said Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice, and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers to provide for the support, care and maintenance of families of persons then or therefore domiciled at said Home; to receive devises and bequests and to accept and execute trusts not inconsistent with its objects and purposes.

Third—The membership of said corporation shall at no time exceed seven. No person shall be eligible to member-

ship therein except members in good standing of the International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings, or at any other meeting called for that purpose: *Provided, however,* That no candidate shall be considered except he shall have been recommended by the International Typographical Union, and in considering such candidate priority shall be given in the inverse order of the recommendations. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filled at the meeting of members first succeeding the occurrence of such vacancy.

Fourth—The prudential affairs of said corporation shall be managed and controlled by a Board of Trustees having seven members. The Board of Trustees may make by-laws and from time to time may alter, amend or repeal any by-law. Standing or special committees shall have and may exercise such powers as shall be conferred or authorized by the Board or by the by-laws.

Fifth—Such of the original incorporators of said corporation as may not be herein named as succeeding members shall be deemed to have resigned, and it is now hereby agreed and declared that such succeeding members shall be and are: August Donath, James J. Dailey, Frank S. Pelton, Edward T. Plank, W. S. McClevey, Columbus Hall, James G. Woodward.

Sixth—The names of the members of said Board of Trustees who have been selected to act as such during the first year of the existence of said corporation under these amended articles of incorporation are: August Donath, James J. Dailey, Edward T. Plank, Frank S. Pelton, William S. McClevey, Columbus Hall and James G. Woodward.

In Testimony Whereof, We have hereunto set our hands and seals this 19th day of April, A. D. 1892.

Signed, sealed and delivered in presence of:

August Donath,	[Seal.]
John D. Vaughan,	[Seal.]
William S. McClevey,	[Seal.]
James J. Dailey,	[Seal.]
Edward T. Plank,	[Seal.]
Columbus Hall,	[Seal.]

Frank S. Pelton,	[Seal.]
Amos J. Cummings,	[Seal.]
William Aimison,	[Seal.]
W. H. Parr,	[Seal.]
Will Lambert,	[Seal.]
James G. Woodward,	[Seal.]
George W. Morgan,	[Seal.]

CONSTITUTION.

Article I.

The name of this corporation is The Union Printers Home.

Article II.

This corporation is formed to provide and maintain a home for invalid and aged and infirm members in good standing of the International Typographical Union of North America, a voluntary association (unincorporated) whose principal office is located at the city of Indianapolis, in the state of Indiana, and to procure and furnish such means, care and attention as may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the power to exclude therefrom persons suffering from such diseases as such Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

Article III.

The domicile of this corporation shall be at the Home by it maintained at the city of Colorado Springs, in the state of Colorado, but its principal executive office shall be at the city of Indianapolis, in the state of Indiana.

Article IV

This corporation shall have a perpetual existence.

Article V.

The membership of said corporation shall at no time exceed seven. No person shall be eligible either to elec-

tion to membership or to the retention of membership therein except members in good standing of said International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings or at any other meeting called for that purpose: *Provided, however*, That no candidate shall be considered except he shall have been recommended by said International Typographical Union, and in considering such candidates priority in filling vacancies shall be given to the candidate receiving the highest number of votes in the referendum election for nominees of the International Typographical Union for the office of trustee of the Union Printers Home. *Provided further*, Members who are reelected shall have priority to succeed themselves over other nominees. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filled at the meeting of members first succeeding the occurrence of such vacancy. Any member of this corporation may be expelled for ineligibility, or for the commission of an indictable offense, or for violation or willful disregard of his duties of membership. Such expulsion may be affected by a two-thirds vote of any regular meeting called for that purpose, at which a quorum is present in person or by proxy.

Article VI.

This corporation may, by its proper officers, accept property, real, personal or mixed, in trust, and pursuant of such acceptance may act as trustee: *Provided, however*, That no trust shall be accepted nor shall any act as trustee be done, inconsistent with the objects and purposes for which this corporation was created, or which would divert said corporation from the proper administration of its affairs.

Article VII.

The powers and duties of officers, the manner of creating or filling vacancies in the membership or in any office or on any board or committee, the time and place of meetings and the method of procedure thereat, and all other matters pertinent to the management and control of the affairs of said corporation not herein provided for shall be prescribed by the by-laws.

Article VIII.

No alterations or amendments shall be made in this constitution except at a regular meeting of the members or at a special meeting called for that purpose, and after one month's notice in writing has been given to each member of the substance of the proposed change. No change shall be made except by a two-thirds vote of any competent meeting, at which a quorum is present in person or by proxy.

BY-LAWS.

Article I.—Membership.

Section 1. It shall be the duty of each member of this corporation to preserve his good standing as a member of the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana, to comply with its orders and regulations, and to discharge faithfully his duties and obligations thereto, for as much as this corporation is sustained by the members of that union, and for as much as the objects and purposes of the two bodies are similar in this, to-wit: That each contemplate the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

Sec. 2. Any member of this corporation who shall have ceased to be a member in good standing of said International Typographical Union, or who shall have otherwise become liable to expulsion from this corporation, shall forthwith, upon the occurrence of such delinquency, be notified in writing of the fact by the Secretary of the corporation, or if he be disqualified by interest or refuse to act, then by any member of the Board of Trustees. Such notice shall call for the resignation of such delinquent member. If the member so notified be not within thirty days thereafter heard from, he shall be deemed to have resigned, and the proper officer of the corporation shall thereupon enter on record in the books of the corporation the fact of such resignation, and shall forthwith proceed as hereinafter provided for the filling of vacancies. But if such delinquent member upon being

so notified shall answer that the charges against him are not true or that he refuses to resign, then he may be expelled from membership as hereinafter provided.

Sec. 3. Expulsion of a member shall be by a two-thirds vote of any regular meeting, or any special meeting called for that purpose, at which a quorum of the members is present in person or by proxy. Any member who believes that any other member has by misconduct become liable to expulsion shall, as a privileged communication, report in writing his reasons for such belief to the Secretary, or if the Secretary be the person who is so delinquent, then to the several members. If the Secretary, or otherwise a majority of the members, deem the reason so stated sufficient to warrant an investigation, the person so accused shall be notified of the substance of the charge made, and shall be requested to resign, or, upon refusal, to be prepared to make his defense against the charges at a time and place to be in said notice named: *Provided, however,* That thirty days' time be given between the filing of charges and the investigation thereof. At such meeting the charges made and the answer of the accused shall be fully investigated. Upon the conclusion of such investigation a vote shall be taken on the question, "Have the charges made been sustained?" If the requisite vote be cast in the affirmative, the accused shall thereby be deemed expelled. The proceedings of meetings as to the expulsion of members shall be strictly private and all communications made thereat shall be privileged.

Sec. 4. Each person upon his election to membership in this corporation, and as a condition precedent to his competency to enter upon the discharge of his duties as such, shall appear before some person qualified by law to administer oaths, and make and subscribe to the following obligation, to-wit:

I,.....of the city of..... in the state of....., do solemnly swear that I will support the Articles of Incorporation, the Constitution and By-Laws and all orders, rules and regulations of The Union Printers Home; that I will faithfully discharge the duties of any office or position to which I may be called as a member of said corporation; that at the expiration of my term of membership I will render to said corporation my resignation as such member and will surrender to

said corporation at the same time all property, rights and things to it belonging and in my possession or under my control that at any time during my incumbency in any office or position in said corporation I will, when called upon so to do by any authorized officer or agent, make a detailed report of the condition of any or all matters in my keeping or under my control, and that I will furnish every facility within my power for the verification of such report by the inspection of books and papers or otherwise as may be required.

Any breach of this obligation shall be deemed unlawful and for any damage sustained thereby on the part of said corporation or any person interested as cestui que trust in any property by it held, I agree that judgment may be taken against me in any court of competent jurisdiction, collectible with attorney's fees and without the benefit of exemption and without relief of valuation or appraisement laws.

.....

Before me.....in and for the city of ..... in the county of....., and state of ....., personally came the above-named..... .....and voluntarily made and subscribed to the foregoing obligation.

Witness my hand and official seal this.....day of ....., A. D. 19.....

.....

(Official character.).....

Such obligation, when executed, shall be forthwith forwarded to the Secretary of the corporation, who shall, upon receipt thereof, issue to such member a certificate of membership, which shall entitle the person therein named to assume the duties of membership in said corporation.

Article II.—Meetings.

Section 1. The fiscal year of the corporation shall end annually on the first Saturday after the first Monday in November, and on that day the annual meeting of the members shall be held at such hour as shall be named in the notice thereof. Such meetings shall be held for the purpose of receiving and acting on the annual reports of officers, of electing new members and officers and of trans-

acting such other business as may properly come before the meeting.

Sec. 2. Special meetings of the members may be called at any time by the President, or by any three members, on thirty days' notice in writing being given to each member. A copy of such notice, mailed to each member at his place of residence, as shown by the Secretary's books, shall be deemed sufficient notice. The notice of call of each meeting, except regular meetings, shall state the substance of such business as may come before said meeting, and no business shall be transacted at such special meeting except it shall have been so stated.

Sec. 3. All votes shall be by ballot.

Sec. 4. At meetings of the members the order of business shall be as follows:

First—Roll call of (1) officers and (2) members.

Second—Reading and correcting minutes of last meeting.

Third—Communications.

Fourth—Reports of officers.

Fifth—Reports of standing committees.

Sixth—Reports of special committees.

Seventh—Unfinished business.

Eighth—New business.

Ninth—Election of (1) members and (2) officers.

Tenth—Installation of (1) members and (2) officers.

Eleventh—Adjournment.

Sec. 5. The Board of Trustees of The Union Printers Home shall meet annually at The Union Printers Home in Colorado Springs, Colorado, on such date as they may select, all expenses of said meeting to be defrayed from The Union Printers Home Fund. The mode of procedure herein prescribed as to meetings of members of the corporation shall govern in the meetings of the Board of Trustees and all committees in so far as it may be applicable.

Article III.—Officers.

Section 1. There shall be elected by the members of the corporation a Board of Trustees of seven members, who shall manage the prudential affairs of the corporation, and be the supreme authority in all matters of administration. At the first election three of said Trustees shall be elected for the term of one year, two for two years and two for

three years. As said terms respectively expire, successors shall be elected for terms of three years, except in cases of filling an unexpired term; then the election shall be for such time as the original incumbent would have served. Said board shall organize by electing annually a President, a Vice-President, and a Secretary-Treasurer, who shall hold their respective offices until their successors are elected and qualified.

President.

Sec. 2. It shall be the duty of the President to preside at the meetings of members and of the Board of Trustees and to preserve order therein; to enforce compliance with the Articles of Incorporation, the Constitution and By-Laws, and all orders and regulations of the corporation; to call special meetings of the corporation when requested in writing so to do by two-thirds of the members; and to see that all property of the corporation or in its control is properly cared for. He shall see that all moneys belonging to the corporation are properly deposited in responsible banks, in the name of the corporation, as such, and money shall be drawn from such fund only by check signed by the President and Secretary-Treasurer of the corporation. He shall appoint all committees and shall be *ex officio* a member thereof. He may suspend any officers or agent of the corporation, pending action of the Board of Trustees or of the members, as the case may be, if, in his judgment, the welfare of the corporation requires such action. He shall annually appoint the following standing committees of the Board of Trustees, to consist of three members each: Finance, Admission and Rules, and one member of the Executive Committee, who, with the President and Secretary-Treasurer, shall constitute that committee. He shall do all such other acts as are ordinarily incumbent upon the chief executive officer of a corporation.

Vice-President.

Sec. 3. In the event of the death or resignation of the President, or his inability or failure to perform his duties, the Vice-President shall perform all the duties and have all the powers of the President.

Secretary-Treasurer.

Sec. 4. The Secretary-Treasurer shall keep the records of the corporation. He shall record in books kept for that

purpose the names and postoffice addresses of the members of the corporation, the dates on which they were respectively elected, the names of officers and committees and the proceedings of meetings of the members and the Board. The Secretary-Treasurer shall have the custody of all moneys belonging to the corporation and of all certificates of loan or other evidences of investments, which he shall exhibit once a year, or oftener, if required by the President, or by the Board of Trustees; he shall, under the direction of the President, deposit all funds in some responsible bank or banks, in the name of the corporation, and shall procure interest thereon when possible and cover the same into the treasury of the corporation; he shall disburse moneys only by check signed by the President and the Secretary-Treasurer; he shall keep a full and correct account of all moneys received and of all moneys disbursed; he shall pay only such bills as are approved by the Finance Committee or the President; he shall give a bond to the corporation from a solvent guarantee company in the sum of $25,000, and shall as to each separate fund or property held in trust by the corporation, give a bond to the Board of Trustees, as trustees for such fund or property, in such sum as the instrument creating such trust shall direct. All bonds shall be conditioned for the faithful performance of his duties. The Secretary-Treasurer shall also furnish the Board with a monthly statement of receipts and disbursements, and shall also publish the same each month in The Typographical Journal. He shall perform such other duties as are ordinarily incumbent upon the Secretary-Treasurer of a corporation or board of trustees.

Executive Committee.

Sec. 5. The Executive Committee shall have power to do any acts relating to the affairs of the corporation which the Board of Trustees could lawfully do, and which the Board of Trustees may entrust to said committee. It may meet from time to time, and may adjourn from pluace to place as it thinks proper for carrying into effect the purposes of its appointment.

Finance Committee.

Sec. 6. The Finance Committee shall audit all accounts and claims and shall in writing report upon the feasibility of all contemplated expenditures of an extraordinary character.

Admissions Committee.

Sec. 7. The Admission Committee shall, before any action is taken on any application for membership in the corporation or for admission to any institution or place under the control of this corporation, examine the qualifications of the applicant, and if such person be ineligible in the opinion of the committee, the application shall be rejected, but the right of appeal shall lie to the Board of Trustees from any decision of the committee.

Committee On Rules.

Sec. 8. The Committee on Rules shall have the powers and perform the duties ordinarily incumbent upon judiciary committees. It shall act co-ordinately with the Solicitor of the corporation in all matters referred to it by the President or Board of Trustees, or any other committee thereof. It shall prescribe the rules for the government of servants of the corporation and for the conduct and behavior of persons admitted to any institution or place under the control of the corporation.

Article IV.—Servants of the Corporation.

Section 1. The President shall, with the concurrence of the Board of Trustees, appoint a Superintendent and Matron for each institution under the management and control of the corporation, who shall reside upon the premises and who shall not be discharged except for cause and with the concurrence of the Board of Trustees. The Superintendent shall purchase all supplies needed by the institution and shall keep an account thereof; he shall make a detailed report each month to the Finance Committee. The Matron shall have charge of the household duties of the Home; she shall procure all needed supplies from the Superintendent, keeping a correct account thereof and reporting monthly to the Finance Committee. The compensation of the Superintendent and Matron shall be fixed by the Board of Trustees.

Sec. 2. The President may annually appoint a Solicitor, who shall attend to the legal business of the corporation.

Article V.—Admission of Residents.

Section 1. Every application for admission into any institution under the management and control of this corporation shall be made in writing, setting forth the name, age

and residence of the applicant, and such other information as the Committee on Admission may require, contemplating the competency of such person to share in the benefits and resources of the fund or trust to which his application is directed. All nominations shall be received by the Secretary and recorded in the order of presentation in a book kept for that purpose, and shall be referred upon receipt to the Committee on Admission, upon whose favorable report the application shall be accepted and the applicant admitted.

Sec. 2. Each candidate for admission shall make application through the subordinate union of said International Typographical Union of which the applicant may be a member in good standing. Each applicant shall be endorsed by the president and secretary of the subordinate union to which the candidate belongs, and the seal of the union shall be attached thereto.

Article VI.—Reorganization of the Corporation.

Whereas, There has of recent date been a reorganization of this corporation, made pursuant of a resolution adopted by the Board of Trustees of The Union Printers Home, as organized on the 24th day of September, A. D. 1890, which resolution was as follows, to-wit:

Whereas, It has been reported to this corporation by its Solicitor that a reorganization is requisite in order to accomplish more readily and economically the purposes for which the corporation was formed; and,

Whereas, It is desirable that this corporation be competent to execute trusts consistent with its own purposes; therefore be it

Resolved, That steps be taken forthwith to reorganize this corporation, to the ends following, to-wit:

First—That the number of members of the corporation be reduced from thirteen to seven.

Second—That a Board of Trustees be created with power to manage and control the prudential affairs of the corporation, and with authority to delegate duties to competent committees to the end that the administration of the affairs of the corporation may be attended with less expense.

Third—That the corporation be made competent to accept and execute trusts consistent with its own purposes.

Fourth—That such other functions and duties may be defined and assumed as are consistent with the general

design of the corporation, and as were contemplated in its original organization, but defectively provided for; and

Whereas, At the time of said reorganization and as a means of effecting the same, the following named persons resigned their membership therein and released and surrendered all their rights, privileges, benefits and advantages thereunto appertaining, to-wit: John D. Vaughan, Amos J. Cummings, George W. Morgan, Will Lambert, William Aimison, William H. Parr.

Now, Therefore, Be it resolved and enacted as a by-law of this corporation, that all the acts of and essential to said reorganization, on the part of said John D. Vaughan, Amos J. Cummings, George W. Morgan, Will Lambert, William Aimison, William H. Parr, and of said The Union Printers Home as originally incorporated by, and the same are hereby in all respects confirmed, ratified and adopted by this corporation as the acts of this corporation, and that any and every liability of said parties on account of such reorganization be and the same are hereby assumed by this corporation.

Article VII.—The Home at Colorado Springs.

Whereas, The members of the International Typographical Union of North America have, by their individual efforts and with their separate means, procured land for the required site therefor, and the erection and construction at Colorado Springs, in the state of Colorado, of an institution or home for invalid and aged and infirm members, in good standing, of the said International Typographical Union; and

Whereas, The said members have in like manner and by like means provided an endowment for said institution or home, by which the same may be maintained and supported; and,

Whereas, The objects and purposes of said International Typographical Union and of this corporation are similar and alike in this, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers; and

Whereas, This corporation is supported and maintained by the members of said International Typographical Union; and,

Whereas, Said institution or Union Printers Home at Colorado Springs is now completed and ready for occupancy and the equitable title thereto is vested in trustees of the members of said union; and,

Whereas, With the belief that said Union Printers Home could be more economically and prudentially managed by this corporation than by the members of said union, who are of great number and widely scattered over the United States and Canada, it has been proposed that this corporation take in trust for said members the title to said Home.

Now, Therefore, Be it resolved and enacted as a by-law of this corporation, that the deed of trust for said land, executed on the 17th day of May, A. D. 1892, to this corporation be, and the same is hereby accepted, and this corporation, pursuant of such acceptance, undertakes to act as trustee in carrying out the trust by said deed created and which is expressed in the words and figures following to-wit:

"This Deed, Made this seventeenth day of May, in the year of our Lord one thousand eight hundred and ninety-two, between Edward T. Plank, William S. McClevey and Columbus Hall, as trustees for the International Typographical Union of North America, a voluntary association (unincorporated), whose principle office is located at the city of Indianapolis, in the state of Indiana, parties of the first part, and The Union Printers Home, a corporation organized under and by virtue of the laws of the state of Colorado providing for the organization of corporations for nonprofitable purposes, party of the second part.

"Witnesseth, That the said parties of the first part, by virtue of the authority in them confided as said trustees, and in consideration of the conditions and the trust and confidence hereinafter recited, defined and declared.

"Have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey and confirm unto the said party of the second part as said trustee, to its successors and assigns forever, all the following described lots and parcels of land situate, lying and being in the county of El Paso, in the state of Colorado, to-wit: The west half of the southwest quarter of section sixteen (16), township fourteen (14) south, range sixty-six (66) west, containing eighty (80) acres, more or less, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining and the re-

version and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, or either of them, either in law or in equity of in and to the above-bargained premises with the hereditaments and appurtenances.

"To have and to hold the said premises above bargained and described with the appurtenances unto the party of the second part as said trustees, its successors and assigns forever:

"Provided, always, And this conveyance is made upon the express condition of the performance of the trust and confidence herein and hereby declared, as follows, to-wit:

"Whereas, The members of the said International Typographical Union of North America have by their individual efforts and with their separate means procured the above-described land for a situs, and the erection and construction thereon of an institution or home for invalid and aged and infirm members in good standing of the said International Typographical Union; and,

"Whereas, The said members have in like manner and by like means provided an endowment for said institution or home by which the same may be maintained and supported; and

"Whereas, The object and purpose of said International Typographical Union and of said grantee herein, viz.: The Union Printers Home, are similar and alike in this, to-wit: That each contemplates the suppression of vice and immortality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers; and,

"Whereas, Said institution or home is now completed and ready for occupancy and the title thereto is vested in trustees of the members of said union; and,

"Whereas, Said home could be more economically and prudently managed by said The Union Printers Home than by the members of said International Typographical Union, who are of great number and widely scattered over the United States and Canada.

"Now, Therefore, To obtain and secure these desirable ends, and for no other purpose, this deed of conveyance is executed, vesting in said corporation, as trustee, the title of and to said real estate:

"First—Out of and with funds provided by the said International Typographical Union of North America the said party of the second part shall supply said institution or home with plain and suitable furniture, apparatus and all other matters needful to carry the general design of this trust into execution.

"Second—After said institution or home shall have been supplied with plain and suitable furniture, apparatus and all other matters needful to carry into execution the general design of this trust, the unexpended residue of the endowment provided by said International Typographical Union and the income, issues and profits thereof, together with any income, issues and profits arising from and out of the sale or lease of any part of the above-described land shall be applied to maintaining the said institution or home according to the directions herein.

"Third—Forthwith upon said party of the second part entering into possession under this deed, the Treasurer of said corporation shall execute to said corporation his good and sufficient bond in the penal sum of $25,000, lawful moneys of the United States, conditioned upon the faithful performance of his duties as such Treasurer in caring for the funds and property of this trust which may come into his possession. Such bond shall be executed in compliance with the laws of the state of Colorado and shall be construed according to said laws. Annually thereafter said Treasurer shall in like manner execute a similar bond: Provided, however, That the penal sum of any subsequent bond so given shall be in such amount as said corporation by its proper officers may direct.

"Fourth—That said institution or Union Printers Home shall be organized as soon as practicable by the selection of competent officers and servants, and to accomplish that end more effectually due notice of the intended opening shall be given.

"Fifth—A competent number of officers, physicians and surgeons, nurses, servants, and other necessary agents shall be selected, and when needful their places from time to time be supplied. They shall receive adequate compensation for their services; but no person shall be employed who shall not be of tried skill in his or her proper department, of established moral character, and in all cases persons shall be chosen on account of their merits and not through intrigue or favor: Provided, however, Nothing herein shall

prevent any resident of said Union Printers Home from rendering such gratuitous service as he may be able and willing to render.

"Sixth—As many invalid and aged and infirm members of said International Typographical Union as the endowment shall be adequate to maintain in said Union Printers Home shall be introduced into The Union Printers Home as soon as possible, and from time to time as there may be vacancies or as increased ability from income may warrant, others shall be introduced.

"Seventh—On the application for admission an accurate statement shall be taken in a book prepared for the purpose, of the name, birthplace, age, health, condition as to relations, place from which sent, and other particulars useful to be known of such person admitted.

"Eighth—No person shall be admitted as a resident of said Union Printers Home, except members in good standing of said International Typographical Union of North America, and such eligibility shall be determined by the proper authority of said corporation upon the facts presented in the application for admission: Provided, however, That in case of emergency, the President of the corporation may, on proper showing of urgency, admit an applicant to said Union Printers Home, pending investigation of the eligibility of said applicant to share the bounty of this trust. And provided, further, That the power be and is hereby reserved to the Board of Trustees of said The Union Printers Home to exclude therefrom persons suffering from such diseases as said Board may deem it inexpedient to admit, contemplating the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

"Ninth—Those persons whose admission application shall first be made shall be first introduced, all other things concurring, and at all future times priority of applications shall entitle the applicant to preference in admission, all others things concurring: but if there shall be at any time more applicants than vacancies, and the applicants be suffering from different afflictions, or be of different degrees of infirmity, then a preference shall be given (1) to the afflicted as against the infirm; (2) to those of the afflicted to whom the greatest probable good can be done by admission as against those to whom a less degree of good is prob-

able; and (3) to those of the infirm whose infirmity is greatest. In all things it shall be the duty of said trustees, its officers and servants in the administration of the affairs of this trust to contemplate doing the greatest good with the resources at hand to the end that the welfare of this trust shall be conserved, and that the Home shall become and be an example worthy of emulation on the behalf of other crafts and orders.

"Tenth.—The persons admitted into said Union Printers Home shall be there fed with plain but wholesome food, clothed with plain but decent apparel (no distinctive dress ever to be worn) and lodged in a plain but safe manner; due regard shall be paid to their health, comfort and happiness, and to this end their persons, clothes and apartments shall be kept clean, and they shall have suitable and rational exercise and recreation. And as to the character of this exercise and recreation there shall be no restrictions, except that it shall be taken at timely hours, and shall be moral and temperate in all its respects. In this behalf much may be suggested to the Board of Trustees of said corporation by the topography and character of the grounds of the institution, and it is recommended without being made a duty of said Board, that landscape gardening, or some similar vocation, be undertaken on said grounds as a source of exercise and recreation to the persons domiciled at said Home. But no task or duty shall ever be imposed under the guise of exercise or recreation on any resident of said Home, nor shall any resident, officer or servant of said Union Printers Home be permitted to engage in any money-making scheme or act in connection with the property of said Union Printers Home: Provided, however, Nothing herein shall be construed as a restriction upon the clause of lease or sale hereinafter contained.

"Eleventh—No charge, tax, fee or assessment shall ever be made, levied or collected from any person domiciled at said Union Printers Home. Its bounty shall be unpurchasable; its charity shall be given without price: Provided, however, That nothing herein contained shall be construed to prohibit any person from making to said Union Printers Home an absolute and unqualified donation.

"Twelfth—No duty shall be required of any resident of said Union Printers Home except the duty of good behavior and compliance with such rules for the discipline and administration of said Union Printers Home as the Board of

Trustees of said corporation in their wisdom, and contemplating the purposes of this trust, may adopt.

"Thirteenth—Should it unfortunately happen that any person admitted to said Union Printers Home shall, from malconduct, have become unfit longer to remain, and mild means of reformation prove futile, such person shall be expelled therefrom.

"Fourteenth—The death of any resident of said Union Printers Home shall forthwith, upon its occurrence, be communicated by telegraph to the President of said International Typographical Union, and the remains of the deceased shall, for a proper length of time, be held waiting the order of said President. But if no response be had within a proper time from said President, then the remains shall be interred in a part of the grounds of said Union Printers Home which shall have been set apart for that purpose. In the burial of its unclaimed dead, The Union Printers Home shall provide a plain but neat robe and other essential garments, and a plain but neat casket, with such auxiliaries as may be requisite. Each grave shall be appropriately marked with a plain marble headstone, bearing the name of the deceased. The date of each death, the cause thereof, the duration of illness, the time given for answer from the notice of death sent to the President of said International Typographical Union, the place of burial, the cost of burial, and other particulars useful to be known shall be recorded in a book kept for that purpose: Provided, however, That should the Board of Trustees of said corporation, or the civil authorities having jurisdiction thereof, deem it not advisable to set apart any portion of the grounds of said Union Printers Home for cemetery purposes, or if after such cemetery has been established, either said Board or said civil authorities shall deem it expedient to abate such cemetery, said Board of Trustees may, out of the funds of this trust remaining unexpended, procure other suitable place of burial, and in so doing extravagance shall be avoided, to the end that the greatest possible amount of the funds of this trust shall be preserved for the care of the living.

"Fifteenth—If at any time the Board of Trustees of said The Union Printers Home find it to be impracticable and inconsistent with the objects and purposes of this trust to maintain as a part of the grounds of said Union Printers Home so large a tract of land as that hereinbefore described, then they may lease or sell and dispose of any part

of said land not exceeding sixty acres, as they may deem expedient: Provided, always, That the rents, issues and profits of any lease, sale or disposition of property so made shall be forthwith and wholly turned over to the Treasurer of said The Union Printers Home, to be applied to the same uses and purposes as are herein declared of and concerning said trust generally. If the sale of said sixty acres, hereinbefore mentioned, shall have been made, and thereafter it shall be said by Board of Trustees found impracticable, on account of any particular circumstances of the location of said Union Printers Home, or the failure of endowment, or other sufficient reason, longer to maintain said Union Printers Home, then said Board of Trustees may sell and dispose of the remainder of said land, and the buildings and structures thereon, as they may deem expedient: Provided, always, That the issues and profits of such second sale or disposition of property so made shall be forthwith and wholly turned over and surrendered to the Treasurer of said Intenational Typographical Union to be thereafter used as said union may direct. Any deed made by said Board of Trustees pursuant of the authority herein conferred shall contain a covenant of general warranty.

"Sixteenth—None of the moneys, principal, interest or dividends, and none of the property of said trust or the rents, issues or profits thereof, or acquired or arising by the virtue of or incident to said trust or the administration thereof, shall ever be applied to any other purpose or purposes whatever than those herein mentioned and appointed.

"Seventeenth—Separate accounts, distinct from the other accounts of the corporation, shall be kept by said corporation concerning the said trust, Home and funds, and of the investment and application thereof, and a separate account or accounts be kept in bank not blended with any other account, so that it may at all times appear on examination that the objects of this trust have been and are being fully complied with. And the said corporation shall render a detailed account annually to the said International Typographical Union at the commencement of its convention concerning the said trust, Home and funds and shall submit all their books, papers and accounts touching the same to a committee of said International Typographical Union for examination when the same shall be required.

"Eighteenth—It shall be the duty of said Trustees to defend the title at law in case of any suit brought respecting

the title to the real estate hereinbefore described; give notice, if it may be useful or practicable, of any such suit to the said International Typographical Union, or its proper officers; keep the trust properly insured in good companies, using trust funds therefor; pay out of the funds provided all taxes, charges and assessments; afford accurate information to said International Typographical Union of the condition and disposition of the trust property; if not possessed of all proper information to seek for and, if practicable, obtain it; manage The Union Printers Home and care for the residents thereof according to the intent and general design of this trust, and contemplating the purpose (1) for which said Union Printers Home was established and endowed, and (2) considering the mutuality of purpose which exists in the purposes of said The Union Printers Home and said International Typographical Union, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

"To all of which objects the said parties of the first part grant, convey and confirm the said property as aforesaid, but if the said party of the second part shall knowingly and willfully violate any of said conditions, then and thereupon the said International Typographical Union, by its officers or agents by it in convention authorized and appointed so to do, shall have the right to enter upon said land and take possession as the absolute and unconditional owner thereof in fee simple.

"And the said parties of the first part for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to, and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed as of goods, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee-simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and nature soever, and the above, bargained premises in the quiet and peaceful possession of the said party of the second part as trustee, its successors and assigns,

against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will warrant and forever defend.

"In witness whereof, the said Edward T. Plank, William S. McClevey and Columbus Hall, as Trustees for the International Typographical Union of North America, a voluntary associatoin (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana, have hereunto set their hands and seals the day and year above written.

"Edward T. Plank, [Seal.]
"William S. McClevey, [Seal.]
"Columbus Hall. [Seal.]

"As Trustee for the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana."

Article VIII.—Union Printers Home Endowment Fund.

Section 1. There is hereby created "The Union Printers Home Endowment Fund," the some to consist of such moneys and other property as may be donated, devised, bequeathed or otherwise contributed to such fund.

Sec. 2. The principal of such fund shall be held perpetually by the Board of Trustees of The Union Printers Home and their successors, and shall be separate and distinct from other funds and be invested and reinvested in bonds of the United States, or in approved, nontaxable state, county, township, municipal or school district bonds within the jurisdiction of the International Typographical Union.

Sec. 3. The Executive Committee of the Board of Trustees of The Union Printers Home shall have power to invest the principal of The Union Printers Home Endowment Fund, or any part thereof, in securities of the character provided in section 2, subject to the approval of the Board of Trustees of The Union Printers Home.

Sec. 4. All interest and income derived from the investment of such fund, or any part thereof, shall be deposited to the credit of The Union Printers Home, and shall be used for the maintenance of The Union Printers Home.

Sec. 5. The Secretary-Treasurer of The Union Printers Home shall prepare and furnish a blank upon which donations to said Union Printers Home Endowment Fund may

be made and there shall be printed annually in the report of the Board of Trustees a list of names of all contributors to The Union Printers Home Endowment Fund.

Sec. 6. The fund hereby created shall not preclude or affect the right of The Union Printers Home to receive devises and bequests and to accept and execute trusts as now provided by the Charter, Constitution and By-Laws of the Union Printers Home.

Article IX.

These By-Laws may be altered or amended, with the exception of articles vi and vii, which are irrevocable, by the Board of Trustees. Proposed amendments shall be submitted in writing by the Secretary to the members of the Board, who shall each submit his vote in writing to the President, who, upon inspecting the same, shall deliver it to the Secretary for preservation among the records of the corporation. If two-thirds of the Trustees are in favor of the amendment the President shall direct the Secretary to make such change in the By-Laws.

RESOLUTIONS.

1. Where applicants are admitted to The Union Printers Home the expense of transportation shall be defrayed by the local typographical union, when the applicant is unable to pay the same.—*Proceedings 1894, page 41.*

2. The Committee on Admission is instructed to exclude persons suffering from tuberculosis in the last stage and from infectious and contagious diseases.—*Proceedings 1894, page 41.*

3. The Board of Trustees is hereby authorized to appropriate from the Home Fund, upon proper application of the Superintendent, an amount equal to railroad fare from the place where application was made for admission to the Home; said amount to be expended by the Superintendent in purchasing transportation in whatever direction a discharged resident may select. Where a resident is discharged for misconduct, the amount appropriated shall be charged to the local union recommending him.—*Proceedings 1894, page 41.*

4. Applicants for admission to the Union Printers Home shall be members of the International Typographical Union for not less than ten continuous years, immediately ante-

dating time of application: *Provided,* That members suffering from tuberculosis or other serious diseases requiring immediate temporary treatment may, at the discretion of the Board of Trustees, be admitted after attaining a continuous active membership of eighteen months in the International Typographical Union. Where the admission committee is satisfied that such affiliation was entered into to secure admission to the Home, the application shall be rejected.—*Adopted by Trustees of Home, September, 1944.*

5. The Superintendent of the Union Printers Home is hereby given power to regulate the internal affairs of the Home, and if a resident proves obnoxious, and persists in his conduct, he should be discharged.—*Proceedings 1893, page 219.*

6. That the Superintendent of The Union Printers Home furnish, for publication in The Typographical Journal, a monthly statement of admissions to expulsions from the Home, names of unions sending residents and such other information as may be of interest concerning the condition of the residents.—*Proceedings 1894, page 41.*

7. That charges against the management or any officer of The Union Printers Home must be of a specific nature, and made in the regular manner provided by the rules of the institution and endorsed by the union which secured the admission of the resident preferring the same.—*Proceedings 1894, page 41.*

8. That residents be required, when able, to perform such duties as may appear proper to the Superintendent, subject to the judgment of the attending physician.—*Proceedings 1894, 41.*

9. That residents who have vacated the Union Printers Home and received transportation shall be required, before being readmitted, to refund the amount of such transportation.—*Proceedings 1896, page 123.*

10. That the Board of Trustees be and is hereby directed to make an allowance as soon as possible of at least $1 per week to members of subordinate unions now or hereafter in The Union Printers Home, whose unions are unable to make any financial provision for them.—*Proceedings 1924, page 73.*

11. Residents vacating The Union Printers Home, when found guilty of disposing of the transportation furnished, shall be required to refund the full amount of such transportation.—*Proceedings 1896, page 123.*

12. That the Board of Trustees of The Union Printers Home be instructed by this convention to incorporate in its rules a provision that all applications for admission to The Union Printers Home be accompanied by a medical report made by a physician selected by the union in which such applicant holds membership.—*Proceedings, 1909, page 264.*

AGREEMENT.

Between the International Typographical Union, The International Printing Pressmen and Assistants' Union, The International Brotherhood of Bookbinders, The International Stereotypers and Electrotypers' Union and The International Photo-Engravers' Union.

The duly authorized representatives of the International Typographical Union, the International Printing Pressmen and Assistants' Union, the International Brotherhood of Bookbinders, the International Stereotypers and Electrotypers' Union and the International Photo-Engravers' Union have entered into the following agreement for the formation of an association for a joint ownership of the allied printing trades union label.

Article I.

Section 1. This body shall be known as the International Allied Printing Trades Association.

Sec. 2. The objects of this association are to designate the products of the labor of the members thereof by adopting and registering a label or trademark designating such products.

Sec. 3. To that end the association shall by its board of governors adopt a label to be known as "Allied Printing Trades Label," which label shall be used to distinguish the product of the labor of the members of the association; and the association shall exercise jurisdiction throughout the United States of America and Canada in regard to said label, and over subordinate local organizations which shall be established and maintained in accordance with the provisions of these laws.

Article II.

Membership.

Section 1. All members in good standing of the International Typographical Union, the International Print-

ing Pressmen and Assistants' Union, the International Stereotypers and Electrotypers' Union, the International Brotherhood of Bookbinders and the International Photo-Engravers' Union shall be members of this association. But before the members of any of the said unions shall become members of this association they shall, by appropriate action taken by them at a convention, or on referendum vote or otherwise in manner approved by the respective unions, duly declare their intention and desire to become such members and agree to abide by all laws and regulations now or hereafter adopted for the government of this association, and shall at the same time provide who shall constitute their representatives on the board of governors hereinafter provided for in article iii. And any member ceasing to be a member in good standing in one of said unions thereby cease to be a member of this association.

Article III.

Board of Governors.

Section 1. The affairs of this association shall be conducted and governed by a board to be known as the "Board of Governors." Said board shall also be trustee of, and hold title to, any label adopted by the association and all other property of the association and they shall cause to be registered such label in all states, territories and District of Columbia, in the United States, and Dominion and Provinces of Canada where registration is or may be hereafter authorized by law.

Sec. 2. The board of governors shall consist of eight members. For the purpose of selecting those members the membership of this association shall be divided into five groups, as follows:

One group consisting of those members who are also members of the International Typographical Union, who shall select four members of said board; one group consisting of those members who are also members of the International Printing Pressmen and Assistants' Union, who shall select one member of said board; one group consisting of those members who are also members of the International Stereotypers and Electrotypers' Union, who shall select one member of said board; one group consisting of those members who are also members of the International Brotherhood of Bookbinders, who shall se-

lect one member of said board, and one group consisting of those members who are also members of the International Photo-Engravers' Union, who shall select one member of said board.

The selection of said members of said board of governors shall be in the manner and by the mode adopted by the several groups of members above specified, respectively.

Sec. 3. The members of said board shall hold office until their successors are duly chosen. Should any member of said board cease to be such member his successor shall be chosen or designated by the group who had selected such member in such manner as such group may determine. No member of said board shall continue in office after he has ceased to be a member of this association.

Sec. 4. The officers of the board of governors shall be a president, vice-president and secretary-treasurer, and such other officers as the board may determine, who shall be selected by a majority vote. But no two executive officers shall be members of the same trade union.

Sec. 5. Regular meetings of the board of governors shall be held on the first Monday in November, March and July of each year, at the place decided upon by a majority vote of the board of governors, written notice of which shall be mailed to each member of the board by the secretary-treasurer thereof. At the regular meeting in March the officers of said board shall be nominated, elected and installed for the ensuing year. If any vacancy occurs during the ensuing year it shall be filled from members of the board.

On written demand of a majority of the members of the board the president shall call a meeting at a convenient time and place designated by the president and after written notice is mailed to each member of the board.

In the event of any member of the board being unable to attend any meeting he may delegate his power and authority to a proxy, who, however, shall be a member of the same trade union of which the member giving the proxy is a member. Upon the filing of properly presented credentials to the board of governors said proxy shall be accorded all rights and privileges due the member for whom he is proxy.

When any group shall have more than one representative

on the board of governors, then in the absence of any member or members thereof selected by said group the other member or members of the board selected by such group may cast the full vote to which said group shall be entitled without having any proxy to do so.

Between meetings the secretary-treasurer may submit any question calling for prompt action to the consideration of the members of the board of governors by mail, and the members shall vote by mail. Their votes shall be canvassed and announced by the secretary-treasurer and given the same effect as though cast at a meeting, and all such proceedings shall be reported by the secretary-treasurer at the next regular meting of the board.

All questions coming before the board of governors shall be decided by unanimous vote, except as provided in sections 4 and 5 of this article. In the event of failure of the board of governors submitted to it, then any one or more of the members of said board may demand that such proposition or propositions be submitted to a disinterested person for decision, and such disinterested person shall be selected by the unanimous vote of the board of governors; but if said board shall fail to agree upon such disinterested person, then those persons shall be selected by the president of the American Federation of Labor, and the decision of such of governors. Notice of the demand to submit any such person so selected shall be final and binding upon the board proposition or propositions for decision to a disinterested person, as aforesaid, must be given during the session in which such proposition or propositions arise, and the settlement of such a proposition or propositions shall proceed to determination as speedily as circumstances permit, not to exceed thirty days from the time said notice shall be given, unless the time shall be extended by the board of governors.

Sec. 6. The board of governors may adopt such rules of procedure in the hearing of appeals and in the conduct of such other businesses as may properly come before it as do not conflict with any of the general laws of the association.

Article IV.

Local Allied Printing Trades Councils.

Section 1. In localities where there are subordinate unions chartered by two or more of the unions mentioned in article ii hereof, a local allied printing trades council shall be formed, the jurisdiction of which shall be determined by

said board of governors. Within such jurisdiction no member of the International Allied Printing Trades Association shall use any trade label other than that issued by said International Allied Printing Trades Association through the local allied printing trades council, and all unions whose members are members of the International Allied Printing Trades Association shall withdraw from said jurisdiction their union label.

Sec 2. It shall be composed of members chosen by and from those who are members of said subordinate unions, three being appointed or elected from each union in the manner and by the mode adopted by the members of the union. The selection of the three members from the membership of each of said unions shall be certified to said local allied printing trades council, and the three members of each class shall continue to be members of said local council for a term of one year and until their successors are duly chosen and certified by the members of that class. No one shall be at the same time a member of more than one local allied printing trades council.

Sec. 3. Each member present at any meeting of a local allied printing trades council shall be entitled to one vote. But a roll call may be demanded by any member on a question involving the raising of revenue or the election of officers, and on said roll call each member shall be entitled to additional votes, as follows: For fifty (50) members of the local union to which he belongs, one vote for each additional fifty (50) members or major fraction thereof up to three hundred (300) members, one vote; for the next two hundred (200) members or major fraction thereof, one vote; for each additional five hundred (500) members or major fraction thereof, one vote, the membership to be computed in accordance with the last per capita tax paid by each local union.

Sec. 4. Local allied printing trades councils shall elect as officers a president, vice-president and secretary-treasurer and such other officers as the local council may determine. And said local councils may adopt such provisions and rules for their government as are not in conflict with the purpose and provisions of the general laws of the International Allied Printing Trades Association or in conflict with the rules and laws of the board of governors of said International Allied Printing Trades Association.

Sec. 5. The funds of each local allied printing trades council shall be under its control, and shall be on a per capita basis.

Article V.

Appeals.

Section 1. Appeals may be made to the board of governors from the decision or action of any local allied printing trades council. In such case the appellant must within ten days from said decision or action file notice of his intention to appeal with the president, vice-president or secretary-treasurer of the local allied printing trades council; and within thirty days from said decision or action the appellant shall foward to the secetary-treasurer of the board of governors ten typewritten copies of the appeal papers, serving one copy on the president, vice-president or secretary-treasurer of said local allied printing trades council. After such service said local allied printing trades council shall have thirty days in which to file with the secretary-treasurer of said board of governors ten typewritten copies of its answer. And no such appeal shall be considered by the board of governors unless it shall be approved by the local union of which the appellant is a member; such approval being evidenced by the certificate of the president and secretary of that union; which said certificate shall accompany the appeal papers at the time they are forwarded to the secretary-treasurer of the board of governors.

Sec. 2. When the papers are complete in each case the secretary-treasurer of said board of governors shall forward one copy of the papes to each member of said board of governors. Thereupon each member shall consider the case thus presented to him and within thirty days after the receipt of the documents each of said members shall file an opinion in the case with the secretary-treasurer of the said board of governors, and within thirty days after the opinions of the members have been received by the said secretary-treasurer and submitted to the several members of said board for final action, the members of said board must register their votes on the appeal.

Article VI.

Use of the Union Label.

Section 1. The International Allied Printing Trades Association, by its board of governors, shall procure, own and control the allied printing trades label.

Sec. 2. It shall by action of its board of governors and in accordance with and subject to the provisions of these laws, loan the same to local allied printing trades councils as agents of said International Printing Trades Association upon receipt of a sum of money from the local council, not exceeding ten (10) per cent above the cost of production and distribution of said label.

Sec. 3. No allied printing trades council shall issue any label not procured from said International Allied Printing Trades Association, nor duplicate nor allow the duplication of said labels except in the case of stereotyped or electrotyped forms, in which case the label appearing in the plate or plates shall be destroyed immediately on completion of the work on which it is used.

Sec. 4. No other body than the local allied printing trades council shall be allowed to grant the use of the allied printing trades label in any jurisdiction: *Provided, however,* That the board of governors of said International Allied Printing Trades Association may order the issuance or withdrawal of the label or issue said label direct where, in its judgment, said action is necessary.

Sec. 5. All labels must be procured by local councils from the secretary-treasurer of the International Allied Printing Trades Association. Any infraction of this rule shall be deemed sufficient cause for the dissolution of the local council so offending. Linotype or other matrices of the label may be purchased through the secretary-treasurer of the International Allied Printing Trades Association, the cost thereof to be paid by the local council, but the matrices to remain the property of the International Allied Printing Trades Association and to be surrendered to the association upon order of the board of governors thereof.

Sec. 6. All labels shall be issued or withdrawn by unanimous consent of local councils. Should any cause or grievance arise because of the issuance or withdraw of the label by any local council the matter must be presented to said board of governors, and it shall be the duty of said board to consider or reconsider and determine the matter, giving to the parties in interest such opportunity to be heard as the president of said board of governors may deem needful.

Article VII.

Finances.

Section 1. The necessary funds for the establishment, maintenance and carrying on of this association and its

work shall be under the control of the board of governors, and the same shall be furnished by the several groups in the proportions following:

One-half by the members of this association who are also members of the International Typographical Union; one-eighth by the members of this Association who are also members of the International Printing Pressmen and Assistants' Union; one-eighth by the members of this association who are also members of the International Stereotypers and Electrotypers' Union; one-eighth by the members of this association who are also members of the International Brotherhood of Bookbinders, and one-eighth by the members of the International Photo-Engravers' Union.

When the board of governors shall determine that any funds are necessary, the secretary-treasurer of this association shall notify the proper officer of each union mentioned in article ii of the proportionate amount due from the members of such union who are also members of this association and such notice shall be notice to each member of this association who is also a member of such union.

Sec. 2. All funds of the association shall be deposited in bank subject to withdrawal according to regulations adopted by the board.

Sec. 3. The members of the board of governors shall not be paid out of the funds of this association for their services or for their expenses incurred while acting as such members of the board of governors.

Sec. 4. Should any group withdraw from this association, then such group shall forfeit all rights and interest in and to any and all labels registered by this association, and in and to all property and effects of this association.

Article VIII.

Amendments.

Section 1. Amendments to these laws may be made from time to time, as follows: The proposed amendment shall be submitted to the secretary or the secretary-treasurer of each of the international unions mentioned in article ii hereof, to be submitted by him to a general convention of the unions. If the convention or a majority of the members of the international union acting thereon shall assent to the proposed amendment, such assent shall be binding upon all members belonging to that union, and shall operate as the assent of all belonging to that union to the proposed amend-

ment. If the member belonging to all said international unions shall thus signify their assent to the proposed amendment it shall be considered as adopted and shall henceforth operate as a law of this association.

The above agreement was unanimously ratied at a meeting of representatives of the international unions above mentioned on March 7, 1911.

GENERAL COUNSEL'S EXHIBIT 4

Mr. Woodruff Randolph, President
International Typographical Union
P. O. Box 428
Indianapolis 6, Indiana

Dear Mr. Randolph:

The ANPA feels that the facts require that an answer be made to recent statements by responsible ITU officials. These statements put in an inaccurate light the attitude of ANPA and its members toward the ITU and its member locals.

Certain statements made by you and other statements made in the name of the ITU Executive Council go so far as to allege a generally hostile attitude on the part of ANPA towards ITU locals and the existence of a conspiracy by ANPA to weaken or undo the ITU and to force upon it disadvantageous and unfair working conditions.

I have been authorized by the Board of Directors of ANPA to make to you, as President of the ITU, and for the benefit of the members of the locals of ITU, the following declarations:

(1) The ANPA is not hostile to ITU or to any other group of employees in the newspaper business.

(2) The ANPA, acting as an organization of employers of printing craftsmen, desires the existence in the newspaper publishing business of amicable relations with employees, stability in labor-management relations, and mutual respect.

(3) The ANPA asserts its belief in the principles of collective bargaining and the amicable settlement of differences and disputes under democratic processes that guarantee the rights and equities of all parties involved.

(4) The members of ANPA have always clothed its Special Standing Committee with authority and capacity to meet with the representatives of any union or group of employees to discuss common problems and to make recommendations based upon the outcome of such discussions, despite your statement to the contrary to your convention.

(5) The ANPA emphasizes its desire always to arrive at agreements with unions or groups of employees

under which stability of the industry and security to its employees will be insured, without recourse to strikes, lockouts, or work stoppages, and without recourse to agencies outside of those created by agreement of the parties.

(6) The ANPA believes that all problems that exist between its members and their employees can be settled by machinery agreed upon by them in a spirit of fair dealing, and asserts its desire to meet those problems in such a spirit.

I bring to your attention the suggestion made by me, as Chairman of the ANPA Special Standing Committee, a short while ago that representatives of ANPA meet with your Executive Council to discuss with you all of the matters that would seem to demand our mutual attention, with a view to resolving existing differences. We have had no word from you as to this suggestion. I am authorized to renew it, and to urge upon you a meeting to seek a solution of problems that stand in the way of mutual understanding and good-will.

We have in mind your own words in your speech at the recent ITU convention that "the matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible." We join with you in the assertion. At another point you said, "we do want our employers to know that we are embarking upon no new endeavors of conquest against them or their business." Unfortunately, intentionally or not, certain recent official actions by the ITU have operated to disturb traditional relationships and to give the impression that new and untried fields are to be entered upon. These have acted as a disturbing influence and as a threat to a state of labor-management relations in the newspaper publishing business that has long been regarded as a model. We do not agree that any good reason exists for the introduction of these factors. We believe an even tenor of mutually satisfactory relationships can be maintained. The declarations herein affirm that belief.

We offer to meet with representatives of your union in a sincere and honest effort to explore all of the problems and to seek in concert with you a solution to them that will protect our mutual interests. We would like to have the position of the ANPA, as recited herein, known

to the rank and file of the membership of ITU. We believe they are entitled, in view of the charges that you have made against ANPA, to know of this straight forward disavowal of any hostility or antagonism towards ITU and its locals.

We hope you will agree to our proposal for an early meeting, and that your Executive Council will direct your local unions to maintain production.

Sincerely yours,
Chairman

GND:LK
(Copy)

GENERAL COUNSEL'S EXHIBIT 4-A

INTERNATIONAL TYPOGRAPHICAL UNION

(Copy)

Woodruff Randolph, President

Post Office Box 428
Indianapolis 6, Indiana
September 10, 1947

Mr. George N. Dale, Chairman
Special Standing Committee
American Newspaper Publishers Assn.
360 North Michigan Avenue
Chicago 1, Illinois

Dear Mr. Dale:

This is to acknowledge receipt of your letter of September 9, 1947, in which you take exception to certain statements and actions of the officers of the International Typographical Union and in which you make a number of declarations of policy and belief of the Board of Directors of the ANPA and the members of the Special Standing Committee thereof.

Since the matters to which you take exception are not enumerated or specified in any way, I have no way of replying to those statements. For the purposes of this letter then I can only say that the statements of the officers of the International Typographical Union are based on the record of the past and our actions have been taken on the basis of necessity.

Of course, we cannot blame the American Newspaper Publishers Association for the adoption of the Taft-Hartley law but neither can we say that we know of any publisher that objected to the passage of that law or who made any objections to the provisions of the law while it was being debated in Congress. Quite to the contrary, we read many editorials in support of the Taft-Hartley law and there was unlimited publicity given to the assertions and statements of those who were pushing that bill in both Houses of Congress.

As to the six declarations authorized by the Board of Directors of the ANPA, I may say that we are quite willing to regard them as the attitude of the ANPA as of this date. The six declarations are expressed in general

terms and their exact meaning can only be determined after a conference such as you suggest.

The Executive Council of the International Typographical Union is quite willing to meet with the Special Standing Committee of the American Newspaper Publishers Association and in the words you quote from my speech at the convention, "the matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible."

Since the Board of Directors of the ANPA has authorized the six declarations contained in your letter I presume they do so with more authority than Elisha Hanson, the General Counsel for the American Newspaper Publishers Association had in his expressions to the conference in Chicago of "more than 300 newspaper executives and those engaged in labor relations work."

We would like to believe that the belligerent, bellicose and hostile expressions in the editorial and news content of Editor and Publisher are made on the sole responsibility of that publication and not because of any inspiration from any officer or committee of the American Newspaper Publishers Association.

Without knowing what occurred in the above mentioned conference, other than the quotations from the speech of Elisha Hanson as printed in Editor and Publisher, we have no way of knowing of the intent behind the six declarations contained in your letter. However, we are willing to try to find out through a conference between your Special Standing Committee and the Executive Council of the International Typographical Union.

It is our judgment, however, that if the attitude of the Special Standing Committee is to be based on the published statement attributed to Elisha Hanson, General Counsel for the American Newspaper Publishers Association, the conference will be productive of no results. It is likewise our judgment that if it is the intention of the Special Standing Committee to urge the signing of contracts under the present conditions created by the Taft-Hartley law, the results of the conference will be nil.

The course to be followed by the International Typographical Union was determined by the recent convention and that course will be followed. However, I reiterate what I said during the recent convention, "The matter

of avoiding conflict should be thoroughly explored and as much conflict avoided as possible." We are glad that you join with me in that assertion. I likewise reiterate that what I said at another point "we do want our employers to know that we are embarking on no new endeavors of conquest against them or their business."

If our employees are embarking upon a campaign to destroy the working conditions we have enjoyed for over one hundred years, we will learn of it officially when they begin.

In your letter you propose an early meeting and say "we offer to meet with representatives of your union in a sincere and honest effort to explore all of the problems and to seek in concert with you a solution to them that will protect our mutual interests." We accept that offer and suggest that the meeting be held during that week beginning the 15th and ending on the 20th of September, 1947. Since the last meeting between your Committee and our Executive Council was held in Chicago, I suggest that if you are agreeable to a meeting during that week, it be held here in Indianapolis.

Awaiting your reply as to time and place for the meeting, I am

Cordially and sincerely yours,
/s/ Woodruff Randolph
President

GENERAL COUNSEL'S EXHIBIT 5-A

Mr. Randolph and members of the International Typographical Union Council:

We are here today as a consequence of your acceptance of the offer, authorized by the Board of Directors of the American Newspaper Publishers Association, to meet with you to explore the differences that exist between the International Typographical Union, its local unions, and its members and the publishers of newspapers of North America. We would like to say to you at the outset that we come with a sincere and honest desire to isolate the sources and causes of difference and to find a solution for them. We are here to examine, evaluate, and discuss in a forthright manner all issues that stand in the way of harmony and to contribute, in recognition of the merits that exist, our full share toward understanding. We hope that you are of the same mind and disposition. Come with a disposition and a willingness to respect your interests. We hope you join with us in this meeting in the same spirit with respect to ours. Your interests and ours are inseparably bound together. We feel that we should speak frankly to each other, for only out of frankness and openness can we hope to reach a place from which we can approach the solutions that we are so anxious to find. The basis for our pursuit of these solutions lies in the declarations in our letter to you of September 9, 1947.

It is perhaps needless for us to suggest to you that recent changes in policy of the International Typographical Union and its Executive Council, which have disturbed the traditional contractual relationship between publishers and ITU locals, have brought on a condition of uncertainty, anxiety and instability. This condition affects members of the International Typographical Union in the same manner that it affects their employers. The new and revolutionary policy is apparently a protest against provisions of the Labor Management Relations Act, which became effective on August 22, but the protest is being pressed at the expense of relationships with publishers that have existed for more than fifty years, and at the risk of the security and well-being of the newspaper publishing business, as well as of thousands of members of typographical unions who are employed in newspaper composing rooms. The stability of this entire structure,

built up over the years, is threatened. The magnitude of the possible disturbance may be estimated by the fact that the earnings of members of typographical unions in newspaper composing rooms is in excess of one hundred million dollars yearly.

This is the most important and immediate issue for discussion; namely, the situation that has been created by ITU action to evade or avoid the jurisdiction of the provisions of the Labor Management Relations Act. You have the right to your attitude with respect to any law. We are here to seek to re-establish, on behalf of newspapers, a sound basis of employer-employee relationships with local unions of the International Typographical Union, a relationship that will take full account of the processes of collective bargaining and the outcome of such processes in executed agreements respecting the mutual obligations of the parties.

But the issues that have resulted from your recent acts in protest against the Labor Management Relations Act are not the only ones we wish to discuss with you. Our offer to meet with you contemplated discussion of all of the issues which have developed and as to which dissatisfaction, from our standpoint, is present. We believe that, in order to establish a basis for our discussions, it is essential that we set out, so far as we may, the items that, collectively, embrace the area of these differences. A general statement of this subject matter includes the following:

(a) The new no-contract policy of the International Typographical Union.

(b) The status of ITU laws in relation to the interests of publishers.

(c) National and state laws respecting closed shops, and the effect of these upon publisher-union relationships.

(d) Struck-work provisions in relation to national and other laws.

(e) Provisions covering "bogus" work in relation to manpower, non-productive work, economics and equities of publishers.

(f) The absence of suitable machinery for the peaceable settlement between parties of differences and disputes.

(g) Manpower scarcity and journeyman competence.
(h) Apprentice ratio and length of apprenticeship.
(i) The reduced efficiency of composing rooms as measured by production records.
(j) Labor-saving devices and means for improving production and lowering unit costs in the composing rooms.

If you are agreeable, later on we shall discuss these subjects, one by one. We set them out here so as to orient and define the scope of our conference with you. Perhaps you have some specifications of your own with respect to publishers that you wish to advance, and these will of course be added to ours to make up the whole of the subject matter.

We feel there is a mutuality of interest and responsibility between the newspaper publishers and the members of the International Typographical Union that urges the existence of the friendliest of relations and the closest understanding. The public interest that attaches to a newspaper, the necessity that there be no interruption in the publication of the news, are factors that are peculiarly urgent upon all of those who have any part in the operations. Team work and the need for the continuing existence of a spirit of cooperation and for fulfillment of the daily public obligation should prevail, and these dictate as an inseparable consideration the absence of conflict and antagonism. We are engaged together—employers and employees—in a business vital to the nation's welfare and we should work together in a plan to satisfy the obligations that this fact entails. We believe that if any problems exist that stand in the way of such understanding and cordiality in relationships, there is a solution that will satisfy and safeguard the interests of all who have a stake in the operation. But we are convinced that, in order for each of us to benefit most from the combined efforts of all, the solutions must be found and applied.

Insofar as the International Typographical Union is concerned—which has a hundred million dollar yearly payroll stake in the business—certain pertinent factors are present that should be mentioned. The most important of these, we believe, is the possibility, if not the probability, that if conflict continues, alternative and substitute methods will, out of necessity, be developed to supplant

the traditional methods of reproduction. Continuing conflict, the absence of understanding, the presence of hostile attitudes, invite and encourage the development of alternative means. Most certainly this is to be avoided by your union if damage is not to be done to a craft with such a record for substance and stability as yours and to a business with such a capacity for usefulness and livelihood as ours.

The advantages of stability in the relationship between the International Typographical Union and the publishers of newspapers are so manifest that no argument should be necessary to sustain the point. We know of no reason why such stability should not exist. But in the present circumstances, where ITU has introduced into its relationship with publishers an innovation that contradicts tradition and practice and destroys collective bargaining, instability sets in. It possesses both the publisher and the members of his composing room. The publisher has the conviction that his rights are being sacrificed at the expense of ITU protest against a law that it dislikes, and that he is being used as an unwilling instrument through which the protest is being promoted. He is impeded and handicapped by the innovations that the International Typographical Union found expedient as a means to its ends, and he sees in prospect serious disturbance to all of the interests that are affected. The members of local unions, with no opportunity to act for themselves, are in a dilemma, are disturbed in their sense of security in their jobs, and are thus under the influence of fears and anxieties that preclude stability. The publishers prefer voluntary methods, rather than governmental agencies, for the settlement of differences. But the avoidance of government intervention as a recourse depends upon the willingness of all of the parties to find other and more satisfactory means to compose disturbance and unrest. None of us should want to be forced to do something that we should do out of our good judgment and regard for propriety. We are not here to discuss the merits or demerits of the Labor Management Relations Act. Publishers have to live under it, too. We would be presumptious, perhaps, to enter into matters that are solely those of ITU. But we do know that ITU policy with respect to its attitude under this law, and the measures that it has taken in con-

sequence of this policy, have brought about a very disturbing situation. This being so, it would be only the better part of reason to examine the situation and compose it. We do not believe that pursuit of the present policy will do other than enlarge the disturbance, intensify the hostility, and open up breaches that may take a long time in healing. We do not believe that the generation of chaos is the way to persuade—or even blackjack—publishers into either evasion of a law or the development of a spirit to help get it changed.

What, then, is the solution? What action is demanded and justified by circumstances, taking into account the interests of a business as well as the interests of the thousands of men and their families who work in this business? What action is logical and reasonable in the long-range interest of all of the parties?

We think the solution lies along the following lines and we are prepared and empowered to join with you in pursuing it:

First, the adoption of a policy with the International Typographical Union that establishes as a basis for employment of ITU members, an agreement, mutually arrived at, that embodies an understanding defining the responsibility of employees of composing rooms on the one hand and of publishers on the other.

Second, the development between ourselves and the adoption by us of machienry for settlement of disputes and differences.

Third, the adoption of an agreement to surrender all other means of settling disputes except those means agreed up by the parties.

Fourth, joint pursuit by both parties of means by which to provide an adequate work force.

Fifth, joint pursuit by both parties of means by which to increase composing room production and efficiency and to eliminate waste and non-productive effort.

Sixth, joint pursuit by both parties of means to stabilize employment and to insure job security.

Seventh, acceptance by employers of an obligation to maintain scales for composing room employees at as high a level as can be supported by general economic conditions and the local considerations that apply and by employees to contribute a full day's work for a full day's pay.

Eighth, acceptance of a joint obligation to maintain, in respect to composing room employees, advantageous working conditions to the extent justified by the local conditions and practice, to the end that inducement to loyalty and continuity of service will be present and the incentive to work and accomplishment will inspire effort.

We believe that we can, if there exists on your part the spirit to do so, bring about these desirable conditions. We believe that their inauguration, based upon agreement between us, will open up a new vista of union-management relations that will be a high guide for other businesses to follow. We believe that in the wake of such an agreement there will flow benefits that will be advantageous to all.

We offer to join with you in a sincere and honest effort to find the way to these ends and to follow it.

The most pressing problem is always the one that demands priority of treatment. The no-contract policy of the International Typographical Union poses now the greatest aggravation. We propose to you that it receive our prompt and positive action.

We propose immediate execution of a conciliation contract between the International Typographical Union and the American Newspaper Publishers Association for a term of five years. This contract will guarantee subscribing publishers and local unions freedom of collective bargaining, protection against strikes and lockouts, and restriction of civil liability to this agreement. Any rights or remedies other wise available to the parties to this agreement shall be expressly waived. Creation of an ANPA-ITU mediation board, which shall hear all disputes within thirty days for final determination, shall be guaranteed. This conciliation agreement, when executed by the local parties by adoption through local contracts, must be underwritten by ANPA and ITU. It will be an alternative to the conditions of employment or other substitutes for negotiated contracts, thus permitting, through this ITU-ANPA conciliation machinery, the restoration of collective bargaining with full benefit and no detriment to local publishers and local unions.

By the foregoing ANPA-ITU conciliation contract, we can preserve collective bargaining and prevent outside intervention in ITU-ANPA negotiations, while restricting civil liability to an International Board for mutual determination under this international agreement.

Perhaps we do not need to suggest to you the advantages that would exist under this specific proposal to both of us. But certainly it is apparent to you that it will let us get along together without introducing into our relationships resort to civil action as a means of settling or adjusting our differences. The agreement itself would preclude this.

It is our belief, and we submit this proposal with this conviction, that this offer demands your and our prompt action. We trust that you are prepared to give us your answer to it while we are presently convened here with you. As for the rest of the matters that we have enumerated for discussion, we know that some of them may not be worked out except after study and deliberation. But as to the one of greatest moment, that having to do with the absence of a sound working agreement between publishers and unions, we hope you will agree with us to find a solution for it forthwith.

GENERAL COUNSEL'S EXHIBIT 5-B

First proposal submitted by ITU Executive Council to ANPA Special Standing Committee on September 25, 1947.

1. The party of the first part recognizes the right of the party of the second part to formulate laws, rules and decisions for conditions under which its members may seek or accept employment and agree there shall be no interference whatsoever by the party of the second part in the observance of such laws, rules and decisions, nor shall any issue be raised or complaint considered except in event such laws, rules or decisions conflict with the terms of this agreement.

It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

2. The party of the first part agrees that he will not assign any work traditionally performed by journeymen and apprentice printers to any employee other than journeymen and apprentice printers, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this

agreement as to the correctness or desirability of the party of the second part's determination as to what work has been traditionally performed by journeymen and apprentice printers, the party of the first part may, on 10 days' notice to the party of the second part declare this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek Joint Standing Committee or outside assistance in the determination of such matters, but that said 10 day period shall be used entirely in efforts to compose the matter solely between the parties to this agreement.

3. The party of the first part recognizes that the party of the second part cannot compel members to work with non-union printers and apprentices and therefore agrees that any refusal by its workers to work with non-union employees shall not constitute a breach of this agreement.

4. The party of the first part agrees not to require its employees to perform work on composition or other work executed or to be further worked on, wholly or in part, by employees working under substandard conditions, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this agreement as to the correctness or desirability of the party of the second part's determination as to what work has been produced under substandard conditions, the party of the first part may, on 10 days' notice to the party of the second part, declare this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek Joint Standing Committee or outside assistance in the determination of such matter, but that said 10 days' period shall be devoted entirely to efforts to compose the matter solely between the parties to this agreement.

5. It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertaking herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages.

6. A standing committee of two representatives of the party of the first part, and a like committee of two representing the party of the second part, shall be appointed; the committee representing the party of the second part shall be selected by the union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of the agreement, except as provided otherwise herein or alleged violations thereof, which can not be settled otherwise, and such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to select two arbiters, and the four to agree upon a fifth. The decision of this board shall be final and binding upon both parties; Provided, That local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical shall not be subject to arbitration. The conditions prevailing prior to any such dispute shall be maintained until decided as above provided.

This agreement shall be effective from..... and shall continue in effect unless and until terminated by either party by written notice of sixty days.

GENERAL COUNSEL'S EXHIBIT 5-C

Copy of proposal submitted by the ITU Executive Council to the Special Standing Committee in Indianapolis September 26, 1947.

The Special Standing Committee of the American Newspaper Publishers Association and the Executive Council of the International Typographical Union met on September 25 and 26, 1947 in Indianapolis, Indiana in a sincere and earnest effort to explore all of the problems confronting the ITU, its locals and its members and the publishers of newspapers of North America and to seek in concert a solution to them that will protect their mutual interests.

It became immediately apparent that the publishing industry has been subjected to a violent and unnecessary shock due to the application of many of the provisions of the Labor Management Relations Act, 1947.

The provisions of that law affect our historic collective bargaining relationship adversely and to a considerable degree.

It must be recognized that the new law prevents the enforcement of closed shop sections in collective bargaining agreements after August 23, 1948, and that it provides for a number of penalties for what are described as unfair labor practices. The effect of these changes in the law is such as to leave the union little opportunity to protect its members through collective bargaining agreements against the unfair competition of non-union men and non-union produced material in competition with union men. It seriously impairs the union's ability to protect its members in their rights to employment on the type of work historically considered within the jurisdiction of the International Typographical Union.

It is recognized that the operation of the closed shop in the newspaper publishing industry has been essential to that degree of responsibility and cooperation that has been the essence of collective bargaining in the industry. It is recognized that there is little opportunity for other than operation generally with members of the International Typographical Union.

However, the opportunities presented through the choice given the employer by the LMRA, 1947 with regard to the hiring of men, the designation of workers to perform

tasks and the possible use of non-union produced material would open wide the door to practices obviously destructive of the type of responsible collective bargaining heretofore enjoyed by the industry.

While employers in the newspaper industry may not have considered that such radical departure had been made from heretofore standard and satisfactory practices and customs, it is recognized that these changes do present a major problem which must be solved if stable relations are to continue and reasonable and responsible collective bargaining maintained in the newspaper publishing industry.

In the solution of this major problem there seems to be open to employers certain opportunities to make agreements with the unions which will alleviate some of the distress caused by the possible use of some of the prerogatives open to employers under the new law. It is earnestly recommended that recourse be had to such agreements to the extent it may be found possible.

The collective bargaining policy adopted by the International Typographical Union in an effort to preserve the freedoms available to its members where collective bargaining contracts are not in effect is nowise directed against the employers in the newspaper publishing industry. It is a defensive mechanism to preserve such rights as may remain to members of the union, to protect their job opportunities and to refuse to work either individually or collectively on competing non-union material or to work with competing non-union men.

The International Typographical Union considers that any failure on the part of the union to protect these important features which have been of the essence of collective bargaining for all of the years of its existence in the industry would result in the actual destruction of the union.

This attitude on the part of the union is not unreasonable, nor is it to be expected that the newspaper publishers desire to make any radical changes in the historic practices and procedures of collective bargaining between members of the American Newspaper Publishers Association and local unions of the International Typographical Union.

It is therefore recommended and urged that neither the

employers nor the unions undertake to destroy these historical practices and procedures and that each recognizes that it is in the interests of both to take what steps may be open to them within or without their respective organizations to urge the amendment of the Labor Management Relations Act so that the successful, satisfactory and historic collective bargaining relationship between the newspaper publishers and the International Typographical Union may be restored.

It is further urged and recommended that the wages and hours factors of our industry be determined by newspaper publishers and local unions in our historically fair approach to such questions whether or not such understandings as to wages and hours are reduced to writing.

It is recognized that pending an opportunity to work out a more satisfactory relationship, the practices and procedures heretofore recognized be continued and neither employer nor employee seek to take any undue advantage of the situation.

Among the heretofore established practices is the recognition that the laws of the International Typographical Union have been the basis of union shop operation upon which has been erected a structure of collective bargaining and a settlement of industrial relations not in conflict therewith. It is therefore urged and recommended that the laws of the International Typographical Union of 1947 continue to be recognized as such basis in any degree not prohibited by law and that every effort be made to avoid the conflicts which might be expected by deviation from our accustomed course.

It is recognized that another basic factor of our industrial relationship has been that the jurisdiction of the union over the several classifications of work performed by its members has been a matter that has been historically determined by the union. In the evolution of the newspaper publishing business new machinery has been manned by members of the International Typographical Union and it is urged that no deviation be made from this historical practice.

This is definitely a vital factor in the maintenance of harmonious relations between newspaper publishers and members of the International Typographical Union.

It is recognized that it is possible for members of the

union to take certain action collectively and in addition certain action individually which is even protected by the LMRA, 1947, if there is in effect no contract covering the entire range of subjects heretofore covered in such contract.

It is expected that understandings reached as to wages, hours, vacations and paid holidays should remain in effect for a reasonable time. It may be possible to devise some forms of agreement that could cover this field in a manner satisfactory to the American Newspaper Publishers Association and the International Typographical Union. However, the preparation of such forms will require time and it is urged and recommended that there be no hesitation in immediately continuing all efforts to arrive at satisfactory understandings on wages, hours, vacations and paid holidays until such forms may be devised.

With such satisfactory understandings, there need be nothing further required to guide the well established industrial relations until further satisfactory arrangements can be made. To this end the Special Standing Committee of the American Newspaper Publishers Association and the Executive Council of the International Typographical Union will devote their sincere and earnest efforts.

It is urged and recommended that no recourse be had to the procedures of the LMRA 1947 because of the doubtful effect of the application of such procedures to our urgent needs.

The Special Standing Committee of the American Newspaper Publishers Association under authority of the Board of Directors, has taken on added responsibilities, and the Executive Council of the International Typographical Union welcomes the opportunity for cooperation in serving the industry through the joint efforts of these two bodies.

While it may be legally correct for an employer to take unilateral action on wages and hours and likewise may be legally correct for the union to take unilateral action thereon, it would be more prudent and satisfactory to both publishers and unions to lay aside what may be technically possible and proceed in good faith on what is practically desirable.

In the sincere desire to further the best interests of the

publishers and the members of the International Typographical Union, the Special Standing Committee of the American Newspaper Publishers Association and the Executive Council of the International Typographical Union join in the above declarations and recommendations and urge their respective constituent units to give effect thereto at the earliest possible time.

GENERAL COUNSEL'S EXHIBIT 5-D

Reply of the ANPA Special Standing Committee to proposals made by the Executive Council of the International Typographical Union September 26, 1947.

The proposals that you made to us this morning have been carefully considered by us. They cannot be accepted because they involve commitments we have no propriety in assuming. They do not solve the pressing problem that exists now in connection with the ITU no-contract policy and the elimination by ITU of collective bargaining from employer-ITU relations.

These we see as a source of extreme confusion and a cause of acute disturbance. You emphasized at the outset of our conferences yesterday the gravity of this problem. A settlement of it immediately will compose conditions that promise extensive litigation and difference. Settlement of it is within our capacity.

If you will agree to make public announcement immediately of the revocation of the no-contract policy and the resumption of collective bargaining under the Labor Management Relations Act and state laws, we are prepared to offer a proposal to you as to our mutual undertakings. But these undertakings must be based upon the resumption of traditional collective bargaining relationships with publishers, and it is the question which must be settled as a condition precedent to our offer.

GENERAL COUNSEL'S EXHIBIT 7-A

SECOND VICE-PRESIDENT TWO STATES OUTLAW UNION SHOPS

(Typo Journal Dec. 1944)

Florida and Arkansas have raised the danger signals for all organized labor. Laws recently enacted by these states will, if enforced, prevent an employer from agreeing to, or abiding by a closed shop contract.

The laws of Florida and Arkansas now provide that people who have been rats all their lives cannot be refused jobs in union composing rooms. This means the anti-social element which fought every effort of unions to establish a decent wage and reasonable working conditions are to benefit by standards won through years of struggle and much expense by union members. The dream of every anti-union employer and their favorite propagandists has come true, officially; in Florida and Arkansas they succeeded in putting over their scheme to legally protect rats and strikebreakers.

The Executive Council of the International Typographical Union will, despite the fact that the defense fund consists of only $1,499.71, and despite the fact that the membership has made no provision for emergency defense, declare a lockout exists whenever a non-member is allowed to work in a union composing room. When a non-union worker enters a union composing room the union members will leave.

California defeated a proposition to outlaw the closed shop. The lesson we learn from this is that when our union members have become active in politics they become alert to measures that endanger their rights. The unions in California had fought anti-union legislation before. Now, and during the post-war period when hysteria will rise, unions will have to educate their members, politically, and win in the legislative halls and at the ballot box things which were once fought for on the picket lines.

* * *

PUBLIC PRINTER WOULD BE DICTATOR FOR LIFE

Congressman Lyle Boren of Oklahoma has introduced a bill in congress to freeze the public printer on the job

for fifteen years more. The present public printer has during the past twelve years conducted himself in a manner which caused the I.T.U. conventions to adopt resolutions seeking his removal from office. Making the public printer's job a fifteen year tenure would be a mistake even if the officer was reasonable, but to try to extend the term of the present public printer is offensive.

• • •

NON-UNION NOVELS AND CHEAP BOOKS

The Clinton Press of Massachusetts, printers of a number of small pocket-sized books, has a long anti-union record. In recent conferences to convince them they should operate fair an officer of the concern asked the union's representatives for a few moments alone "to commune with God". After a short time he returned and said God had advised against • • •

Elmer Brown

GENERAL COUNSEL'S EXHIBIT 7-B

PRESIDENT
A.N.P.A. FORCES ABANDONMENT OF
HISTORIC COLLECTIVE BARGAINING

Publishers following propaganda line of American Newspaper Publishers Association are shadow-boxing, but I.T.U. locals are in dead earnest.

Local unions finding themselves deadlocked in their scale negotiations by the declaration of publishers that they will not accept the operation of I.T.U. laws in their contracts are presenting a solid front against any compromise in our position. The number of unions becoming so involved is increasing, but the formula remains the same; I.T.U. laws will be the basis of union shop operation whether the shop operates under the usual form of labor union agreement or whether it will operate under "Conditions of Employment" made by the union and enforced with support of the International Typographical Union.

The Executive Council of the International Typographical Union has responded to every request to discuss this matter with representatives of publishers, either collectively or individually. Over a period of three months the only results have been the continued spread of propaganda by the Special Standing Committee of the American Newspaper Publishers Association, urging publishers to refuse to insert in contracts any commitment to the laws of the International Typographical Union.

We have not been attempting to excite our members nor have we carried on any agitation against any individual publisher or the publishers as a whole. We have been honest and aboveboard in our position and we have been without evasion in stressing its importance to continue collective bargaining between the publishers and local unions of the International Typographical Union.

Early in January 1945, the Executive Council considered and approved the following proposition:

> "Herewith is a form entitled 'Conditions of Employment' which it is proposed be used by local unions instead of usual form of contract and scale when the employer refuses to sign the usual contract and scale with the essentials of a union contract con-

tained therein and a definite commitment to the observance of the current laws of the International Typographical Union.

"The Executive Council is asked to approve the use of the above mentioned 'Conditions of Employment' form and the terms and conditions stated therein. It will be noted that this form, as now drafted, can be used in the States of Florida and Arkansas as well as generally."

The form approved by the Executive Council is as follows:

ORGANIZE!

Conditions of Employment

.....Union No....., a subordinate union of the International Typographical Union and subject to all of its laws, regulations and decisions, hereby, and with consent and support of the International Typographical Union, establishes the wages, hours and working conditions for which and under which the members of.....Union No..... shall be permitted to work during the period beginning..... 19.... and ending.....19...., as stated in the following schedules and provisions:

1. Where the word "members" is used herein it shall refer only to members of the International Typographical Union and of.....Union No.....

2. Where the word "employer" is used herein it shall refer to the authoritative management of any particular shop employing members of the aforesaid union.

3. Members will work only for such employers as have already hired a member who shall be the foreman of the composing room and who, as said foreman, shall have full and complete control over the hiring and discharge of employees doing any work in said composing room.

4. The composing room shall be operated under the laws of the International Typographical Union and of .....Union No.....

5. Members will cease work at any time the foreman shall not be a member in good standing in the union. Members shall cease work at any time the personnel working

in the composing room shall be considered objectionable or, with the approval of the Executive Council of the International Typographical Union, will cease work when any condition herein provided is denied by the employer. Such work stoppage shall be deemed a lockout.

In Witness Whereof, We have hereunto set our hands and seals this.....day of..... 19....

.....Union No.....

....

President Secretary-Treasurer

Approved as being in compliance with the laws of the International Typographical Union this.....day of .....19....

.....

President International Typographical Union

VIOLATION OF CONDITIONS OF EMPLOYMENT MEANS LOCKOUT

It will be noted from the above that unions adopting Conditions of Employment instead of labor union agreements as heretofore are quite in earnest and quite determined to maintain the essentials of a union shop which have alway been in effect. Up to this date the local unions adopting Conditions of Employment under which they will work are Detroit Typographical Union No. 18; Detroit Mailers Union No. 40; Baltimore Typographical Union No. 12; St. Louis Typographical Union No. 8; San Antonio Typographical Union No. 172; Knoxville Typographical Union No. 111; Reading Typographical Union No. 86; Seattle Typographical Union No. 202; Jersey City Typographical Union No. 94; Beaumont Typographical Union No. 339, and Boston Typographical Union No. 13.

St. Paul Typographical Union No. 30 adopted the Conditions of Employment, but within the following week the publishers agreed to a contract containing a definite commitment to the laws of the local union not affecting wages, hours and working conditions and to the laws of the International Typographical Union. The laws are also exempted from the arbitrational procedure of the Joint Standing Committee.

Allentown Typographical Union No. 534 also adopted "Conditions of Employment" and shortly thereafter se-

cured a contract with a definite commitment to I.T.U. laws.

Each of the local unions above mentioned adopted the following motion:

"In view of the fact that a deadlock exists in newspaper negotiations the entire matter of the Newspaper contract be referred to the Executive Council for completion of negotiations, and if no proposal can be secured which can be recommended by the Executive Council, it will prepare for presentation to this union, the 'Conditions of Employment' under which our members will work with approval and support of the International Typographical Union, and that pending such action by the Executive Council the 'Conditions of Employment' under which members of this union will work are those prescribed in the expired contract except for the exclusion of the Joint Standing Committee and with the addition of a specific provision that the members of this union are working under the present laws of the International Typographical Union, and the 'Conditions of Employment' form as supplied by the I.T.U."

Pursuant thereto the Executive Council of the International Typographical Union is starting dispute cases before the War Labor Board through the several regions where these unions are located. These cases will all gravitate to the Daily Newspaper Commission in Chicago which handles all newspaper cases.

It is anticipated that the Daily Newspaper Commission will feel overwhelmed at the questions raised and will refer them to the National War Labor Board as cases involving a "novel question."

THE EFFECT OF "CONDITIONS OF EMPLOYMENT"

The effect of introducing the Conditions of Employment under which our members will work is that there are no contractual relations in existence, and therefore the elimination of the Joint Standing Committee. The union has prescribed the conditions, the union will interpret the conditions and the union will enforce them. This was the manner of union shop operation within the jurisdiction of the I.T.U. prior to the adoption of written contracts for any specific period of time.

We regret that the experience and advantage of having worked under contracts with the Typographical Union for so many years has become so minimized in the eyes of the publishers of the country. Perhaps the union itself has become minimized in the eyes of the publishers. If so, our experience in the near future should correct that impression.

Since the Conditions of Employment as above described have been adopted in some unions, propaganda has emanated from the A.N.P.A. office, pointing out that nothing has occurred in the composing rooms where Conditions of Employment are in force and effect. If so, it is due to the fact that the publishers have not violated any provision having to do with the 1945 Book of Laws.

Within the jurisdiction of at least one local union adopting Conditions of Employment, quite a few changes have been made to correct conditions to comply with the Book of Laws. It is obvious that the publisher of that particular paper is ignoring these corrections as though nothing had ever occurred. In one instance, a member returned to his job from the Armed Forces, but was confronted with a demand of the employer that he submit to a physical examination by the company's doctor before going to work. The employer was informed that either that man would go to work or no one would. He went to work.

Employers are supposed to be much smarter than the men they employ, judging by the superior attitude they have always taken, but we cannot be blamed for at least doubting that they are when they can be so easily misled by propaganda.

ADJUSTING SALARIES OF VICE-PRESIDENTS

The existing condition regarding the salaries of the vice-presidents of the International Typographical Union is a disgrace and an injustice that has prevailed since 1931.

This is not a question of a general increase in the salaries of the officers of the I.T.U. No general increase has been proposed. This proposal simply adjusts the salaries of the vice-presidents to where they should have been adjusted in 1931.

The increase in salaries of the President and Secretary-Treasurer was voted in 1931 through adoption of the St. Louis proposition.

We have able and conscientious officers serving in responsible, official capacity and performing work which is of great moment and to the welfare of the union. It is not enough to say that the salaries are inadequate—the salaries are ridiculous.

Fraternally,
Woodruff Randolph
President

GENERAL COUNSEL'S EXHIBIT 7-C

Excerpts from
THE TYPOGRAPHICAL JOURNAL
March, 1947—Page 131

Vol. CX March, 1947 No. 3

DOING WHAT COMES NATURALLY CLOSED SHOP TRADITIONAL WITH I.T.U.

For nearly a century—long before there was any thought of laws to "legalize" the closed shop—the International Typographical Union operated on the closed shop principle. It has been the accepted practice in the printing industry. Only in recent years have closed shops been "recognized" on the statute books. Now, enemies of labor are proceeding on the theory that a long-established practice which has been "recognized" by law can be outlawed by repealing the recognition so grudgingly and so recently given.

Twelve states now completely or partially ban the closed or union shop, either by statute or constitutional amendment. They are Alabama, Arizona, Arkansas, Colorado, Florida, Kansas, Louisiana, Nebraska, Oregon, South Dakota, Virginia and Wisconsin. Similar measures have been introduced, or are being prepared for introduction, in other states and in the Congress of the United States. Texts and enforcement procedures vary as do the degrees to which closed or union shops are banned; some prohibit outright the signing of any closed shop agreement, others prohibit the union shop unless a majority of the employes to be covered vote for it. The purpose in every case, of course, is the same.

The reading public may be fooled by high-sounding but misrepresentative propaganda issued on behalf of labor-crippling legislation but both the sponsors and labor union members know the so-called open shop is in reality a closed shop—closed to union members.

Even Senator Ball, decrying "abuses of power" by some labor leaders, in an article in a recent issue of a national magazine, admits there is real democracy in the International Typographical Union. Senator Ball is a comparatively young man. If he lives long enough he will find there is more than democracy in the I.T.U. There

is the spirit and determination that has kept the I.T.U. a democratic organization and one which has operated on the closed shop principle for nearly a century. It has so operated to the definite benefit of the industry as a whole. It will continue to so operate in spite of misguided or prejudiced legislators, their influential backers, or any unconstitutional "laws" enemies of labor may be able to put on the books.

Not within the memory of even our sixty or seventy-year members has the International Typographical Union operated on other than a closed shop policy. It is the inalienable right of a free people to refuse to work under intolerable conditions. It is intolerable and unthinkable that union printers would work with non-union men under conditions fostered by the "open shop". When confronted with that choice members of the I.T.U. will do what comes naturally.

GENERAL COUNSEL'S EXHIBIT 7-D

From the
PRESIDENT

THE FEDERAL AND STATE LAWS AGAINST CLOSED SHOP

As the Journal goes to press the announcement is made that the President's veto of the anti-labor law was overridden and that the victory of the National Association of Manufacturers is complete.

Since it would require a majority to make any remedial legislation, the Republicans, who sponsored and shoved through the Houses of Congress the vicious anti-labor bill, would have to be depended upon for relief. Those who would grant no change cannot be expected to grant any after overriding the President.

The Law As Adopted Is Unenforceable

The old adage that you can lead a mule to water but you cannot make him drink applies as well in this case. It is recognized that collective bargaining is not only a good thing, but an absolute necessity. So is water to a mule, but there are times when he will not drink.

This is one of the times when organized labor approaches collective bargaining with at least a mulish disposition. So far as the Typographical Union is concerned, we do not intend to have any of our rights or prerogatives, enjoyed for a hundred years, set aside by laws adopted under the lash of party leadership in Congress inspired by representatives of big business whose aim is to wreck organized labor.

There is nothing in the law that can prevent a strike—eventually. There is nothing in the law that can compel a man to work against his will for the profit of another. If such a law were adopted, every freedom-loving American would have to violate it to prove it cannot be done in this country. It is a safe prediction that if the Supreme Court of the United States does not set Congress right, organized labor will do the job the hard way.

Getting Back to Fundamentals

There was nothing in the Wagner Act from its inception that compelled an employer to run a union shop against his will. He always had the right to hire non-union help and operate a non-union shop if he could do

it. The employer still has that right, but the new anti-labor law is designed to protect him in that right to the point of interfering with organization.

There is no law that can compel our members to work for our employers under any conditions not acceptable to us. If we cannot make a contract for a closed-shop, we need not make a contract. If the conditions prevailing in a shop are not to our liking, we need not work in that shop.

We need not follow the course prescribed for us by the National Association of Manufacturers, by hiring lawyers and attempting to thrash out industrial relations in court rooms. We operated under closed-shop conditions for a hundred years before the Wagner Act was passed. We need not get excited now.

We Have Been Working With
This Problem in Many States

As each state adopted laws prohibiting closed-shop contracts, all local unions within that state have been properly informed on the best way to maintain our historic rights and prerogatives without becoming involved with lawyers and courts. In some states employers are still desirous of making closed-shop contracts regardless of the state laws involved. It is quite possible that most of our employers have not concerned themselves too much about the new legislation. There has been quite a widespread feeling that laws were adopted to cover the vast number of workers who have been organized since the Wagner Act was adopted. However, the restrictive provisions do not exempt the older unions.

Do Not Become Involved in Court Cases

As a first suggestion to all of our members, let it be firmly accepted as Rule No. 1 to stay out of the courts. No matter how well interested a Judge may be, he is completely at sea in industrial relations. Industrial relations that would be settled in court would be unavoidably facist in their trend. That is so because property rights have always heretofore been accorded more respect than human rights.

It is obvious that no local union should hire lawyers to start litigation on real or fancied wrongs. An unfavorable court decision can involve the international as well as the local union in its scope. Local unions should simply

do what they have heretofore been doing until they are advised otherwise. There is no condition that can be imposed upon us that we cannot eventually overcome. Not many employers even in the printing industry employ union help because they want to. If they see a chance to use the federal law to cripple our union, many will try it. It is important that the international officers be contacted before action is taken that might involve us in litigation. Labor will win eventually even if it has to wait for the ballot box.

Fraternally,
Woodruff Randolph,
President

United States Wood Pulp
Imports from Sweden Heavy

A tabulation of wood pulp imports into the United States from Europe since V-E Day through March, 1947, reveals 560,344 tons were imported in 1946 while during the first three months of 1947 131,204 tons were received.

Of the 560,344 tons imported in 1946, 445,124 tons were from Sweden and 115,220 from Finland. From Sweden the United States obtained 111,040 tons of the 131,204 imported in the first three months of 1947, while 18,781 came from Finland and 1,383 from Norway.

Pulpwood Production in 1947
Expected to Exceed 1946's

Pulpwood production in 1947 is expected to exceed by 400,000 cords the 1946 output, according to Oliver M. Porter, executive director of the United States Pulp Producers Association.

Additional mechanization and a more favorable labor supply would help to increase the output, declared Porter. In addition he declared that foreign imports probably would rise to 2,140,000 tons against 1,794,562 tons in 1946.

PIA Counsel Says Recession
Won't Hit Printing Industry

The commercial printing industry has not yet felt as much of the effect of the economic readjustment that is taking place as other light manufacturing industries and will probably not be seriously damaged if the general economic setback does not last too long.

This viewpoint was expressed by Irving D. Robbins of Robbins and Barber, public relations counsel for Printing Industry of America, Inc., in a speech before the

Master Printers Association of Newark and vicinity. Robbins' subject was "The General Business Outlook for the Printing Industry."

After acknowledging that the nation's economy is in a threatening state, Robbins pointed out that the printing industry was more fortunate than most light manufacturers.

"Sales have been holding their own and the slight drop in hours of employment indicates that there is yet no significant reduction in actual unit sales as compared to dollar volume. Unlike many other small manufacturers, printers are liquid and are not suffering from excessive inventory.

"Certainly I do not anticipate," he said, "that printing firms will be among those companies listed by Dun and Bradstreet in the growing number of bankruptcies.

"We are seeing a gradual return to more careful buying. Some printers, perhaps never too sure of their ability to sell, are becoming slightly panicky about it. Today they are getting business the same as they formerly did, but they are kept a little more anxious while customers make up their minds. Unsound pricing of printing is being eliminated. Buyers are taking the time to find the right printer for the job. More kinds of paper and other possibilities for substitution are making other savings possible. * * *"

Wage Hour Law Violations in Printing Industry 49 Percent

As the result of inspections made on a selective basis, the Wage and Hour and Public Contracts Divisions, U. S. Department of Labor reports that 54 percent of the nation's manufacturing industries inspected in 1946 violated the minimum wage, overtime and child labor provisions of the Fair Labor Standards Act and the Public Contracts Act. Nearly 12,000 plants had a restitution bill of over nine-million dollars for some 200,000 of their underpaid employees. In all the plants inspected there were more than 2,300,000 workers covered by the acts.

Some 29,000 of the 200,000 underpaid employees in manufacturing had been paid less than the Wage and Hour Law's minimum of 40 cents an hour, less than $16 for a 40-hour week.

Violations in printing, publishing and allied industries were 49 percent of 2,154 establishments inspected.

GENERAL COUNSEL'S EXHIBIT 7-E

OUR ESTABLISHED CONDITIONS vs. THEORIES

A condition of closed-shop exists in the printing industry as regards employment of composing room workers. Theories will not change that condition.

For over 100 years our employers could have hired only non-union printers if they wanted to do so. They did not want to do it, or if they did, could not find the printers. That is still the condition provided the employer is careful. Theories will not change it.

The theory of the Taft-Hartley Law is that now an employer can "shoe horn" some non-union men into a union composing room and be protected against our men walking out. That is theory only. The condition is that our members will walk out.

The theory of the employers protection in "opening" a closed-shop is that a union will violate a contract if the men walk out. The condition is that union men do not need to have a contract.

The condition is that without a contract the union can walk out any time it sees fit to do so. The condition is that it requires sufficient economic strength to win. It has always been so.

The theory is constantly reiterated that the "closed-shop" is "out." The condition is that even after August 22, 1947, a closed-shop contract could be signed but it would not be a valid contract in the eyes of the law. Who cares?

The theory is that a closed-shop contract is a discrimination against non-union men. The condition is that unless a non-union man is permitted to place himself in a position where he can prove discrimination there is no cause of action against either the employer or the union.

The theory of the anti-union so-called right to work laws is that a non-union man has a right to be hired because he is non-union. The condition is that a non-union man can be rejected because he is of the wrong religion, race, creed, character or for any other reason or no reason at all so long as his rejection is not based on his not being a union man.

The theory is that the law will protect in equal measure the union and the non-union man. The condition is that the union man can be protected by his union against dis-

crimination because of religion, race, creed, politics or other such reasons and ALSO the union can protect the union man against discrimination because he is a union man.

The theory of the Wagner Act was to remove the employers' discrimination against the workers who dared to organize. The condition is now that the employers expect their prerogatives under the T-H-L to bring back the old pressure methods indirectly and with the aid of the courts.

The theory of some anti-union sources in the printing industry is that they can now knock the I.T.U. for a loop.

The condition is that they will have a tough time trying it.

CONTRACTS

Since the Taft-Hartley Law makes labor union agreements legal contracts, we must protect ourselves against the undesirable features of the law.

In order to do so we have prepared specific sections to be inserted in any new agreements to be signed. The following are "musts" for our protection:

> "The parties hereto, in mutual consideration of the execution of this instrument, agree that it may be cancelled and terminated at any time hereafter by either party, upon sixty days' written notice of said termination to the other party and that neither party hereto shall bring any legal action against the other party or be liable in damages for any breach or alleged breach of the contract between them, or for any other matter growing out of their relations one with the other.
>
> "The parties further agree that: if any part of this agreement is declared illegal or inoperative by any agency or court this entire agreement shall thereupon become null and void.
>
> "It is agreed that the union is the exclusive bargaining agent for all composing room employes and it is further agreed that the term composing room employes is subject to definition and limitation only by .....
> Typographical Union No. .....and the International Typographical Union. It is further agreed that in the event of a difference of opinion

between the employer and said unions as to the desirability of the unions' ruling defining composing room employes the employer may, on 10 days' notice to the union, declare this contract null and void. It is further agreed that during said 10 days or other period of time during which such a controversy may exist the employer will not appeal to any agency whatsoever for a determination of that issue but that said issue is a matter for agreement or settlement solely by the employer and the union.

"It is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25.00; provided, that said limitation of $25.00 shall not apply to claims for wages.

"It is agreed by and between the parties hereto that while it is their intention to preserve the historic and successful processes of collective bargaining there is no intention to violate any Federal or State law. In the event that any action is brought against either party to this agreement by any person or agency whatsoever attacking the validity of this agreement or seeking to prevent its terms being carried out, either party to this agreement may thereupon declare this agreement null and void.

"It is further agreed that no member of the union, second party thereto, shall be required or expected to cross a picket line established by a subordinate union of the International Typographical Union."

The above sections should be included "as is" without change in any manner. If an employer does not want them he does not want a contract with us. They are the minimum protection necessary.

Fraternally,
Woodruff Randolph,
President

Agree on United Front

The St. Paul A.F.L. and C.I.O. councils have agreed "to take united action in the economic, political and legislative fields to protect the rights of the American worker."

The united front policy was issued from a meeting of representatives of the two groups, called after passage of the Taft-Hartley act.

Mason Measure Stalled in Congressional Committee

With the measure stalled in committee, Representative Noah Mason of Illinois, is convinced there is no possibility of action this year on his bill to amend the anti-trust laws to permit a news-gathering agency to choose its own membership.

The bill, known as the Mason bill, has been "passed over" at weekly committee sessions several times and its sponsor said it was obvious there is determination to kill it with that legislative weapon.

The measure, designed primarily to permit the Associated Press and any one news or photo service to refuse to sell its services to other newspapers, has been opposed by the International Typographical Union.

Following action taken by the 88th convention of the I.T.U. at Miami Beach in 1946, at which time a resolution opposing passage of the measure was adopted, the Executive Council prepared and presented a statement to a subcommittee of the judiciary committee of the House of Representatives May 6, outlining objections to the Mason bill and urging its defeat.

Committee on Laws for 89th Convention at Cleveland, Ohio

The following delegates to the 89th convention of the International Typographical Union in Cleveland, Aug. 16-22, have been named to serve on the Laws Committee:

John J. Stack, chairman, Albany No. 4.
Bruce A. Histed, Hamilton, Ont., No. 129.
Horace L. Imeson, Seattle, Wash., No. 202.
Stuart Kelly, Columbia, Washington, D.C., No. 101.
Carl E. Linder, Des Moines, Iowa, No. 118.
Howard G. Smith, Camden, N. J., No. 132.
Robert T. Turner, Norfolk-Portsmouth, Va., No. 32.

Additional Convention Delegates

Credentials of the following delegates and alternates to the 89th Convention of the International Typographical

Union to be held in Cleveland, Ohio, Aug. 16-22, were received too late to be included in the list published in the July issue of The Journal:

37, Honolulu, T. H. Delegate—Marshall M. McEuen.

71, Trenton, N. J. Delegate—Joseph A. Standon. Alternate—William Smith.

320, Pottsville, Pa. Delegate—Luther J. Nochton. Alternate—Augustine J. Bennett.

487, Middletown, Ohio. Delegate—W. J. O'Brien.

502, Chillicothe, Ohio. Delegate—Charles C. Metzgar.

525, Amarillo, Tex. Delegate—Joe D. Hess. Alternate—J. C. Johnson.

660, Tallahasse, Fla. Delegate—Joe H. Gardner.

784, Miami, Okla. Delegate—H. T. Daws.

804, Fairmont, W. Va. Delegate—Ross M. Davis.

933, Las Vegas, Nev. Delegate—Beryl E. Worley.

Mailer

58, Des Moines, Iowa. Delegate—Paul Welton. Alternate—Abe Marcovis.

GENERAL COUNSEL'S EXHIBIT 7-F

Excerpts from

THE TYPOGRAPHICAL JOURNAL

Vol. CXI ——— September, 1947 No. 3

COLLECTIVE BARGAINING POLICY

Of the International Typographical Union

By unanimous action, the Eighty-ninth Convention of the International Typographical Union adopted a policy on collective bargaining under the Taft-Hartley Law. According to Editor and Publisher the no-contract policy was a disappointment to the A.N.P.A., which has issued a stipulation to publishers that requirements of the Taft-Hartley Law supersede provisions of a contract. The A.N.P.A. did not avail itself of an invitation to address the Convention.

Contrary to press releases which generally reported defiance of the Taft-Hartley Law by the I.T.U., the policy on collective bargaining specifically provides for compliance with all the mandatory provisions of the Act. The International and local unions will file any financial statements and their officers will file affidavits required under the law. Local unions will give the 60 days' notice required before any existing contract can be changed or terminated. The fact that neither the I.T.U. nor its subordinate unions will utilize the machinery of the NLRB nor seek representation for signing open shop agreements is not a violation. The law makes those "services" available but there is no requirement that they be used.

The full text of the policy which became effective August 22, 1947, and which was adopted as an amendment to the General Laws, follows:

It is our policy that we continue to maintain our long standing reputation for integrity in performing our contracts and carrying out our union commitments.

It is our policy that we maintain our historic rights and prerogatives, to which we are entitled and which we have enjoyed for nearly a century.

We believe that the harmony of our relations which has prevailed, almost without interruption, for many decades between our members, our local unions and their employers, can continue in the future, as in the past, and it is our policy to try to continue it.

We express this belief despite the fact that ill-considered legislation has recently been enacted, the effect of which might easily be disastrous to labor-management relations.

We confidently assert that there are certain provisions in the Labor Management Relations Act of 1947 that are unconstitutional and invalid, that certain provisions of it are impracticable and unworkable and that a great deal of it is inequitable and unjust to organized labor.

We believe that as the provisions of this act become generally known, the law will in time be amended to eliminate its defects and inequities.

While there should not be, and will not be, any attempt on the part of the international or subordinate unions to violate any valid provisions of this law, or of any law, federal or state, yet there should be, and will be, earnest endeavors on the part of these unions to avoid any condition that will result in their being penalized by these laws and to avoid the sacrifice of rights and prerogatives which may be lost by the signing of contracts as heretofore.

The Labor Management Relations Act does not compel the signing of contracts, and refraining from doing so is not a violation or evasion of the law. It will be our policy to refrain from signing contracts in order that we avoid agreeing, or seeming to agree, or voluntarily accepting the conditions created by such a relationship under the Labor Management Relations Act of 1947.

Even the Taft-Hartley Law provides that:

"Nothing in this Act shall be so construed to require an individual employer to render labor or service without his consent, nor shall anything in this Act be construed to make the quitting of his labor by an individual employee an illegal act."

Upon the expiration of existing contracts, and until the laws above referred to are amended and free collective bargaining is again recognized, our members may accept employment only from employers who are willing to employ them under the "Conditions of Employment" which the several unions adopt, after approval by the Executive Council of the I.T.U.

Our unions will give sixty days' notice before an existing contract may be changed or terminated.

They will notify state and federal conciliation agencies simultaneously thirty days after the original notice.

They will engage in collective bargaining to the extent required by law, bearing in mind that the legal obligation of a "labor organization" under the LMRA to "bargain collectively", meet and confer in good faith with reference to wages, hours, etc., expressly provides as follows: "but such obligation does not compel either party to agree to a proposal or require the making of a concession."

A "Conditions of Employment" form, which must be used by all unions and which is uniform except for local scales and practices, has been printed for the convenience and use of all subordinate unions. The form sets out the conditions under which our members offer their services —so long as they are individually able and willing to work.

It is our policy that local unions do not seek to qualify as representatives under the Labor Management Relations Act, except in special cases, after careful analysis and approval by the Executive Council, and that they do not seek to execute so-called "union shop" contracts. The process provided by the Labor Management Relations Act for that type of contract is too lengthy and cumbersome and there are features of such a "union shop" that are unacceptable to our members. Neither may our unions enter into "no strike" agreements or contracts of any kind without approval of the Executive Council.

The International Typographical Union and its local unions and their officers will file any financial reports and affidavits required by law.

Local unions should not file any unfair labor practice charges or petition for investigation or representation, without first consulting the President of the International Typographical Union and obtaining approval of the Executive Council.

We realize that this policy may bring some disappointment to our employers because it provides for unilateral action. It may be possible for those employers who do not approve the policy to prepare unilaterally a set of conditions of employment that would be satisfactory.

The Executive Council is hereby authorized to interpret, construe and enforce the above policy from August 22, 1947.

It was the conclusion of the Convention that the foregoing collective bargaining policy will permit and enable

the I.T.U. to maintain its basic rights and prerogatives under any state or federal law that has been or may be adopted.

It was the conviction of the Convention that application of that policy will effectively preserve the basic and fundamental right to strike.

If employers are willing to cooperate with the I.T.U. in the application of its policy to maintain its long standing reputation for integrity in performing contracts and carrying out commitments, and at the same time preserving our historic rights, there need be no widespread trouble.

Only where an employer is looking for trouble will he find it,—and there is nothing new about that.

Freedom to Suppress

"Tide" published it, but the daily press generally suppressed the information that the National Editorial Association, whose members own and publish thousands of newspapers, formed the greatest opposition to the bill to increase the minimum wage rate to 60¢ per hour. Nor has there been any publicity to the fact that newspapers, as a class, have been one of the chief violators of the present 40¢ minimum and 40-hour week provisions of the Wage and Hour Law.

When Senators Murray and O'Mahoney spent a full day recently exposing the railroad lobby which forced passage of the Reed-Bulwinkle Bill exempting railroads from anti-trust prosecution, the wire services ignored their speeches and merely reported that the measure "had run into an old-fashioned Southern filibuster."

Although nearly a dozen newsmen covered sessions of the I.T.U. Convention in Cleveland, the daily press generally misrepresented the collective bargaining policy which was unanimously adopted. That policy, pledging full compliance by the I.T.U. and its subordinate unions with all valid requirements of the Taft-Hartley Law, was minimized or ignored in news stories which prominently interpreted the decision not to use voluntary machinery in the Act as defiance of the law.

From the
PRESIDENT—

THE 89TH CONVENTION ADOPTS CONSTRUCTIVE LEGISLATION

The three outstanding pieces of legislation adopted by the 89th convention in Cleveland, Ohio, were a definite collective bargaining policy to be followed by all local unions of the International Typographical Union, the invitation to the Amalgamated Lithographers to join the International Typographical Union and the cleaning up of our own Book of Laws to eliminate laws involving twenty years of foolish litigation started by the Mailers' Trade District Union.

The convention was thoroughly in accord with the plan to secure the affiliation of the Amalgamated Lithographers. It was designated as Proposition No. 52 and was overwhelmingly adopted.

There was no opposition from any mailer delegates to the adoption of Proposition No. 51 which was a resolution to make effective the constitutional changes voted by referendum vote in 1927 whereby the Mailers' Trade District Union was abolished as an internal organization of the I.T.U. All debate on the matter was favorable and the proposition was adopted without opposition.

Collective Bargaining Policy of the
International Typographical Union

The most important and far-reaching action of the convention was the adoption of the collective bargaining policy. This was made necessary by the impact of the Taft-Hartley law upon the International Typographical Union.

Your President spoke on the opening day of the convention at some length with regard to the Taft-Hartley law. The remarks are printed in the convention proceedings and it is hoped the members will refer thereto for the information available in that speech.

When the report of the Committee on Collective Bargaining Policy was put before the convention, full opportunity was given for discussion thereof. Upon request from the floor, the vote was by standing vote. It was unanimous.

In order that the members may more easily find the answers to many questions they are asking, the remarks of your President on the collective bargaining policy are reprinted here as follows:

There are very few words that I need to say on this question in view of what I said on Saturday and the very complete report by the Committee. One of the main requisites for success of our plan of action is patience on the part of our officers and members, patience and more patience.

We have had various attempts on the part of employers' organizations to unite in a campaign for the purpose of changing our basic labor relations. Employers are more united now than ever before.

They may fear because there are 15 million organized workers in the country that the country is in a bad way. There are those who want to return to the old days, the days when there was just a small nucleus of organized workers trying to speak for all who labor in this country.

The fact that the International Typographical Union is such an old organization with such well established principles and rights and prerogatives puts us in an unusual position with regard to the whole labor movement. We are looked to by many labor unions for leadership and advice. We are expected to be in the forefront of any movement having for its purpose the advancement of the interests of those who work and their protection.

In city labor bodies and state federations of labor, our members have always been secretaries and presidents and they have always taken a very active part in guiding the destinies of the labor movement. Because we have these well established rights, because we have made such progress towards economic democracy, the Taft-Hartley Law hits us particularly hard.

Many international unions organized within the past few years who have depended upon the Wagner Act for protection against the employers' unlawful interference with their natural rights, will perhaps still use those portions of the Taft-Hartley Law which provide for at least designating a collective bargaining representative. What they get from then on is anybody's guess.

When the law was passed and the newspaper publicity indicated that Congress was aiming a blow at the United Mine Workers, I recall the comment of First Vice-President Taylor who said, "If they were aiming at John Lewis, they missed him and hit us right in the nose." That is a very good way of expressing it.

We have the choice of one of two courses. One, allow-

ing our employers to use the weapons that Congress has given them to destroy our historic union conditions and our fundamental rights. The other choice is to oppose any such campaign.

If we take the second choice, we are bound to have a lot of controversy. We are likely to have various courts make decisions about our actions. We are likely to have what may be described as a very unsatisfactory, unsettled condition of mind for the average printer.

Any group of people, even individuals, dislike very much to be disturbed in the even tenor of their way. Every member of the International Typographical Union is going to be disturbed. He is going to begin to question whether or not all this is necessary.

Your officers have been giving almost their whole attention to the problems that have been presented to us to solve. And with all the legal help that we needed we have evolved a plan of protecting our fundamental rights by using even the right granted to us under the Taft-Hartley Law—to refrain from making labor union contracts.

In order to refrain from making contracts, we have to fail or refuse to agree to any proposal that the employer makes. The law protects us in that respect. I rather suspect that those who made the law put those words in there not for our protection, but for the protection of the employer, who could sit around the table and bargain with the designated representatives of a labor union, always refusing any proposition and any proposal by the union and always refusing to grant a concession.

That course was followed by the R. R. Donnelley Company of Chicago. They frankly told the bargaining unit of the Pressmen's Union that the R. R. Donnelley Company would not sign the labor union contract and they reserved to themselves the right to set wages, hours and working conditions for the employes of that big printing firm. They had that right even under the Wagner Act. When the Wagner Act was first adopted, Senator Wagner himself in answering a question stated that the Wagner Act did not compel anybody to agree to anything.

But in the course of the years the Wagner Act was in effect, decisions were rendered to the effect that if the bargaining parties arrived at an agreement, they must sign a contract to that effect. That was the decision that

was designed to protect and help in the organization of the workers of this country.

But to counteract such a decision the Taft-Hartley bill specifically provides that a labor organization must bargain in good faith. "But such obligation does not compel either party to agree to a proposal or require the making of a concession."

While I firmly believe that the law was written to protect the employer, we find that we can—I believe we can—get equal treatment under the law for the same purpose.

What is a proposal? An employer may give you a complete contract of proposals or he may want to sit down and agree to the sections one at a time. Our idea is that a proposal is a complete document. Our advice to our local unions, as has already been set out, is that they should not agree to any one section or any one provision, but that they should lay them aside as something the employer is agreeable to and consider them in their own union sessions.

It does not require the union to make a concession. The Taft-Hartley Law does not require either party to make a concession. Well, there are a number of things that are well established in the printing industry that are outlawed by the Taft-Hartley bill. Therefore, if we sign a contract, the employer will insist on eliminating those basic conditions from the contract; and if he does and you agree to it, those basic conditions are out the window.

If you do not sign a contract, if you do not agree to the proposal of the employer, the law protects you. If you have no agreement and no contract in effect, you can strike.

On that point let me be a little more explicit. There is no law that specifies that you must tell an employer why you are striking, or why you are quitting your job. That is none of his business, since the Taft-Hartley Law has been adopted. Without any obligations toward the employer by way of what is now a legal contract, you can strike for no reason at all.

I anticipate that the employers will be trying to get the members of the Typographical Union to tell them that they are striking for some one of these illegal purposes mentioned in the act. If the members of the union tell the employer that they are striking because of the closed

shop, because the employers were raiding the composing room with non-union help, it is very likely that some judge will issue an injunction restraining you from striking for what he may say is an illegal objective.

In my opinion, that will be the first invasion by courts of the fundamental right to strike. Step by step thereafter the chains will be put on and organized labor shackled.

I hope the delegates and all of the members of the International Typographical Union can realize that one fundamental factor. For the first time in history these labor union agreements are being regarded as legal contracts and subject to all the interpretations that may be be placed upon legal contracts by the state and federal courts. It is a veritable maze of conflicting decisions and a labyrinth which if you enter into it, you will not find your way out.

The whole purpose of the Taft-Hartley bill is to shackle organized labor, and the most effective means of doing that is to make labor union agreements subject to court terpretation and court ion. The law specifically repeals the Norris-LaGuardia-Injunction Act, as applied to labor disputes. Under the Taft-Hartley Law we are supposed to be putting ourselves in a position where if we do not like everything the employer does to us, we can ask some court to make it worse.

There is only one thing left to us—I think it is left to us. A lot of lawyers think it is left to us, but we won't know that until the Supreme Court of the United States finally speaks, and that may be some time. But we think that we have the right to strike when we have no legal contract with the employer. We think we still have some valid rights to refuse to do this kind of work or that, or under this or that condition, if we want to refuse to do it.

I hope there will be no mandatory injunctions against members of the union compelling them to do involuntary servitude for the profit of some employer, but I can't guarantee you that such a decision will not be made.

The members of the International Typographical Union must realize there is only one avenue left, that we have to run that gauntlet; that whatever trouble comes in doing so will be less than if we took the other alternative of acquiescing in everything the employers and the Taft-Hartley bill want to give us.

So we have to run that gauntlet; we have to take chances on whatever will come. In doing so, we have to be convinced that it is the only thing left to us and that we are ready, able and willing to bear the punishment and fight through to the end.

Fraternally,
Woodruff Randolph,
President.

Record Set at 72nd Session
Of I.T.U. Remains Unbroken

When the eighty-ninth convention of the International Typographical Union at Cleveland became history, the record for the largest number of delegates registering for the annual session still rested with the seventy-second convention which convened in Indianapolis in 1927.

The seventy-second session of the I.T.U. convening in Indianapolis on the occasion of the seventy-fifth anniversary of the organization, registered 528 delegates. The record was made possible by the high percentage of attendance from the duly elected list of 606 delegates. In the intervening years since 1927, 17 conventions of the organization have been held, but the record attendance of the seventy-second session still stands. It continued to stand at the close of the eighty-ninth session at Cleveland because the number of regularly elected delegates was considerably less than the 606 named to attend the Indianapolis convention.

Out of approximately 430 delegates elected to the 1947 convention, 343 deposited credentials with Secretary-Treasurer Hurd and were seated at the Cleveland convention.

On the previous occasion when the fifty-eighth convention of the I.T.U. convened in Cleveland in 1912, 334 delegates were registered.

E & P Expresses Fear Taft-
Hartley Law May Backfire

"Editor & Publisher, spokesman for the lords of the fifth estate, is finally getting worried what the Taft-Hartley Law does to freedom of the press," commented the Federated Press in a recent release.

"It's afraid a provision in the slave law aimed at preventing the labor press from speaking up on political issues may boomerang into an editorial blackout of the commercial press itself.

"E&P's tongue-clucking over a free press in a recent development. Back in June, before pasesage of the Taft-Hartley bill, E&P Publisher James W. Brown was one of a group of the nation's leading press magnates queried by Federated Press on whether they regarded the shackling of labor newspapers as a threat to freedom of the press. Like the majority of his colleagues, Brown didn't even consider the issue important enough to warrant a reply.

"By July 5, however, E&P had recognized the issue sufficiently to declare that despite the reported statements of Senator Taft we do not believe it was the intent of Congress to forbid the exercise of free editorial opinion in any part of the press.

"Two issues later E&P had decided that the matter was of the utmost urgency. Editorially disagreeing with Taft's recent statement that there was no need for speed in amending the act, the trade publication called for immediate adoption of an amendment which would specifically exempt newspapers of all kinds in their editorial comment on political matters.

"Between E&P's journey from indifference to high indignation lay a Justice Department interpretation, reported in the New York Herald-Tribune, that commercial newspapers as corporations would be just as liable to prosecution under the new law as union organs if they dared to take sides during political campaigns.

"Although still refusing to concede that the law would do such a thing to its most fervent supporters, E&P admitted there was enough confusion about that section to require clarification by amendment. Generously it added that it wanted freedom for the labor press as well as the general press.

"Tacit admission that its sponsors had poured more dynamite into the Taft-Hartley Law than they were aware of came in E&P's warning that this provision alone might prove the undoing of the entire act.

" 'Even if the members of Congress did not intend the law to do what the labor press says it does, there is enough doubt among them on the subject to predict an unfavorable supreme court decision,' E&P's editorial said. 'Thus the entire act would be nullified.' To avoid that fearful possibility E&P wants an amendment now."

From the
First Vice-President

CONVENTION IN ACCORD ON COLLECTIVE BARGAINING POLICY

The Collective Bargaining Policy adopted by the Eighty-Ninth Convention of the International Typographical Union is printed in full elsewhere in The Typographical Journal. It became effective August 22, 1947, by unanimous action of the convention. This declaration of policy should be studied by every member, and the instructions contained therein must be followed without deviation if the pitfalls of the Labor-Management Relations Act of 1947 are to be avoided.

Do not let anyone tell you that your union will not be affected by provisions of the Act. As pointed out to the convention by Robert Wilson, a member of the legal staff of the American Federation of Labor, the Taft-Hartley Law is a deceitful law. Those provisions which have their evil purpose are cleverly hidden away.

Notwithstanding the evil purposes of the Taft-Hartley Law, your International officers are confident they can avoid its penalties by following the procedure outlined in the Collective Bargaining Policy. This opinion is based on our own study of the law and competent legal advice.

Regarding procedure, Attorney Wilson said: "I have heard your president, Mr. Randolph, on two occasions in Washington where this bill was being discussed. He knows what the bill is about. He knows your craft. He knows how to meet the provisions of this bill, and I am certain that when you follow the advice of your International officers, your union is not going to be destroyed by this bill."

Collective bargaining leading to collective agreements has long been I.T.U. policy. When collective agreements were entered into and approved by the International, they were strictly adhered to even though they were not enforceable in courts. It is regrettable that a reactionary Congress, functioning under the lash of Big Business, has seen fit to meddle with this long established and highly satisfactory procedure.

Enactment of the Taft-Hartley Law makes it necessary to change this procedure to avoid the sacrifices of rights and prerogatives which may be lost by executing contracts as heretofore.

The convention has decreed that upon expiration of existing contracts members of the I.T.U. may accept employment only from employers who are willing to employ them under the "Conditions of Employment" adopted by local unions.

Adoption of "Conditions of Employment" is merely a statement by members of the union of the minimum of conditions under which they will sell their labor. There is nothing in the Labor-Management Relations Act which requires a union to enter into a bilateral agreement. Neither is there anything in the Act which requires an individual to render labor or service without his consent.

A "Conditions of Employment" form, which is uniform except for local scales and practices, has been prepared for the convenience and use of all subordinate unions. The form when filled out is in no wise a contract.

The Collective Bargaining Policy specifies that this form must be used by all unions. The form should not be retyped or reprinted. Any changes or additions should be made on the form itself so that they will be readily discernable.

After a union has adopted any changes in existing scales and conditions which are to be discussed with employers during the sixty-day period of "collective bargaining" required by the Act, a form should be filled out and submitted in triplicate to the I.T.U. President, the same as "proposed" agreements have been submittd in the past.

While the Act specifies that it is an unfair labor practice for a union to refuse to engage in collective bargaining, it specifically provides that such an obligation does not compel either party to agree to a proposal or require the making of a concession.

Scale committee members should offer to meet and confer with representatives of the employers with reference to wages, hours and other conditions. The possibilities of continuing or improving relations can be explored without submitting or accepting complete proposals.

After the requirements regarding collective bargaining have been met, and after the existing agreement has expired, the union may then determine the minimum conditions under which members will work on and after a certain date. Three copies of such schedules and provisions which the local union desires to establish must be forwarded to headquarters for approval by the Executive Council. After

approval by the Executive Council, a copy must be handed to each employer of our members. If trouble develops notify the President of the I.T.U., as required by Article XIX, By-Laws, before taking action.

If this new procedure seems strange to our employers, they should bear in mind that we are in no way responsible for the change. The change in procedure is made necessary by the actions of a group of men in Washington who seem to believe that satisfactory labor relations can be maintained within the walls of a stockade.

There was no need in the printing industry for the harsh and vindicative provisions of the Taft-Hartley Law. Despite this unwarranted interference by those who are ignorant of the most elementary principles of stable labor relations we will endeavor to maintain such relations while working for repeal of this pernicious piece of legislation.

Fraternally,
Larry Taylor,
First Vice-President.

* * *

Mr. Woodruff Randolph (President, International Typographical Union): It seems to me, Judge, that a great deal of emphasis has been laid on the matter of an applicant for job and confusing him with an employe. I can conceive that the Act can prohibit a closed shop because of the penalties that are put upon the employer and the union as against an employe, but I cannot follow the idea that an applicant for a job has the same rights as the employe.

There is a provision that states that the employer shall not make any discrimination, but it is a very important point to us, because we have had nothing but closed shops for over 100 years. There may never be an employe in a composing room that could raise these questions. The matter of employment is one that has come through the union, and a union printer knows to whom to apply for a job. The employer, as such, has nothing to do with it. The printer is hired by union foremen.

It would be very hard on us if interpretations such as I have heard here and in the previous meeting were broadcast, absolutely denying the closed shop. It is not so denied in the law. There is no absolute statement in the law that you shall not have a closed shop. The employer

who hires a union foreman and forgets about the plant has nothing more to do about it. A man who may come and look for a job in an isolated case would be known if he was not a union printer; it would stick out all over him, and he would simply be told, "We do not need any help."

I have been toying with the idea that a closed shop contract is possible or closed shop conditions are possible just so long as there is no employe in the shop to raise a question, and I believe that a great deal of thought should be given to the distinction between one who is already working in the plant as an employe and one who might come in and apply for a job. I am quite sure that no one of us can walk into any plant anywhere and declare himself in. He has to be hired by somebody, and if he is not hired, he has no rights. That is the thing that we ought to be careful about, because the employers themselves, especially the large employers and especially in those states that have the so-called right to work in their constitutions, would be happy to have any statement from the A. F. of L. give encouragement to the idea that anybody can declare himself in in a union shop, but a union man cannot declare himself in in a nonunion shop. I believe that the distinction must be borne in mind and a great deal of thought given to it and nothing broadcast that states flatly that the closed shop is barred.

Judge Padway: Mr. Randolph, let me say this to you. I do not think there is a single soul in this room who is unsympathetic to your interpretation. I wish we could indulge in it. Whether it is diplomatic to broadcast what we say in print is another matter, but it is in the law. I respectfully differ with you on whether it is in the law. The very opening line in 8(a) (3) reads as follows: "by discrimination in regard to *hire* or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization. * * *"

Mr. Randolph: Yes, but why don't you stick with that instead of enlarging it? In the first place, follow the steps up. A man goes to a place looking for work. The employer says, "I do not want any help." But if that employer asks him if he belongs to a union and he says no, and the employer says "I am not going to hire you because you do not belong to the union," then you say the man has a right to sue the employer for something

or other. Whether he needs him for a day or for a week or forever it is just a question of how long he might need him, even if he could get a judgment against him for violating the Act. But if the employer says nothing to this man about the conditions under which he is to work, you do not have a case. That is what I am kicking about; you are jumping to the conclusion that an applicant for a job has a right to a job if the other fellow wants him or does not want him.

Judge Padway: Oh, no, I do not mean to leave the impression that an applicant for a job, if the employer does not want him, is entitled to a job. There is no such thing in this law or any law. But let's forget, Mr. Randolph, of the Typographical Union, why you might devise certain schemes through your foremen and the like who have certain powers to get around this law. Let's take the Teamsters, here 100 are needed and just three show up. They are all capable Teamsters but nonunion men. Even under the old law there are circuit court decisions, and a Supreme Court decision, that refusal to hire because of union membership was discrimination under the Act, and the one who was not hired received back pay.

Mr. Randolph: Don't you see, Judge, that what you have done is to complete the case? I am talking about a situation where the man in that case, if he had advertised for 100 and three showed up, might make up his mind that he did not want the three; he might want one out of three or two out of three. Unless you complete the case by bringing in the question of discrimination, you still do not have a case. That is what I am talking about. In all of the statements that are made here, in all of the things that have been printed, you have jumped to the conclusion of a fully made-up case, and that is not so in the printing industry.

Judge Padway: All I say is this. If you can by evidence establish that the employer in good faith did not want more than two men or did not at least hire more than two men, and nothing was based upon a discrimination in regard to union membership, he has not violated the law. If you can devise that there has been no discrimination with regard to hire or tenure, no discouragement with respect to joining or nonjoining the union, you are outside the provisions of the Act. It is all a matter of factual circumstances and evidence.

We are assuming, however, that the employer did at least discriminate against the third man. You say, "Why should we assume that?" Only for the purpose of getting an interpretation of what the Act means. I say that it would be pretty difficult for an employer who wants 100 Teamsters and hires, let's say, twenty today and twenty tomorrow and twenty the next day, and who says to one of them if he is foolish enough to do so, "Well, now, look. This is a union shop; I have a union shop agreement. Are you a member of the union, or will you become a member?"

He says no. The employer says, "I think you are too weak to be employed." He is not going to get away with that.

Mr. Randolph: Suppose he advertises for 100 and 20 show up, and he hires them. In the course of a couple of days he learns that they are not union men. He does not have to say a word to them about anything else. He says, "I do not want 20 men," and he lays off 20 men. There still is no way that you can punish him under the Act. We are going to have a lot of these things, and we should not jump to legal conclusions to avoid that degree of natural ingenuity that a lot of people can exercise to keep union conditions.

Judge Padway: Mr. Randolph, it would be my opinion at least that if he wanted 100 Teamsters and 20 showed up, if he hired them and then next day found that 18 of them would not commit themselves to the union shop, I tell you right now that if I were the attorney for those 18 fellows, I would recover back pay.

In 1,000 cases the Board has found that an employer has discriminated against employes for union activities and in all the employer has attempted to disguise and hide his real reason for the acts against the employes.

Mr. Randolph: The whole point is that we would not do it the next day, but you would choose the time when you could do it without being charged with that kind of practice.

Judge Padway: I am not looking for devices to evade the law.

Mr. Randolph: That is what we are all doing.

Judge Padway: I am giving you what the law is today.

Mr. Daniel Tobin (President, International Brotherhood of Teamsters Union; Vice President, Executive Council,

American Federation of Labor): Of course, you see, President Randolph is trying to make a case for the membership. What he has in mind is building up a case for the employers. I think that is the thing. He says you are putting something into the minds of the people. If you give them those thoughts, you will fill their minds up with evil facts; that is what President Randolph says.

Padway is trying to explain the law to us from the employe's point of view. I would like to ask a question on jurisdiction. Of course, we do not have jurisdiction disputes. What about this jurisdiction that has been eating up our building trades and our other trades? A jurisdiction question that has been settled by the Federation which has not been observed by any of the trades against whom the decision has been made—Can they revive that jurisdiction question and attempt to make a decision? For instance, there is the case of the Machinists and the Carpenters or the Painters and some other unions. I am wondering whether this new law permits the Board to go into these questions that have been decided, where certain organizations do not observe the decisions, and open up the case and make the decision in accordance with the law independent of the national unions or the Federation.

GENERAL COUNSEL'S EXHIBIT 7-F-A

A. F. L. CONFERENCE ON T-H-L

Representatives of National and International Unions Discuss Provisions of Act in Washington

A Conference of the American Federation of Labor on the provisions of the Taft-Hartley Act convened at 10:20 o'clock July 9, 1947, at the Washington Hotel, Washington, D.C., Mr. William Green, President of the Federation, presiding.

President Green: The conference will please come to order.

First of all, may the Chair announce that the meeting is an executive session meeting and not open to the public, for the present at least. I hope that all present will take note of this announcement.

Second, I will call upon Secretary Meany to announce the distribution of these pamphlets and statements that have been distributed.

Now may I present our General Counsel, Judge Padway, who will present in person an analysis of the provisions of this notorious Taft-Hartley Bill. We want you to get all the information possible, and if there is some doubt in your mind as to what it may mean, or if there is some misunderstanding, then we will be pleased to have you ask questions so that you can be fully informed.

Judge Padway!

Judge Joseph A. Padway (General Counsel, American Federation of Labor): President Green, Ladies and Gentlemen: I would like to make the analysis of the Taft-Hartley Bill as brief as possible; yet I hope you will bear with me, because there are 73 pages of law which have to be covered. I am not going to cover every provision, but I will cover the most important provisions in an endeavor to tell you what we believe the provisions mean.

Mr. Woodruff Randolph (President, International Typographical Union): It seems to me, Judge, that a great deal of emphasis has been laid on the matter of an applicant for a job and confusing him wtih an employe. I can conceive that the Act can prohibit a closed shop because of the penalties that are put upon the employer and the union as against an employe, but I cannot follow the idea that an applicant for a job has the same rights as the employe.

There is a provision that states that the employer shall not make any discrimination, but it is a very important point to us, because we have had nothing but closed shops for over 100 years. There may never be an employe in a composing room that could raise these questions. The matter of employment is one that has come through the union, and a union printer knows to whom to apply for a job. The employer, as such, has nothing to do with it. The printer is hired by union foremen.

It would be very hard on us if interpretations such as I have heard here and in the previous meeting were broadcast, absolutely denying the closed shop. It is not so denied in the law. There is no absolute statement in the law that you shall not have a closed shop. The employer who hires a union foreman and forgets about the plant has nothing more to do about it. A man who may come and look for a job in an isolated case would be known if he was not a union printer; it would stick out all over him, and he would simply be told, "We do not need any help."

I have been toying with the idea that a closed shop contract is possible or closed shop conditions are possible just so long as there is no employe in the shop to raise a question, and I believe that a great deal of thought should be given to the distinction between one who is already working in the plant as an employe and one who might come in and apply for a job. I am quite sure that no one of us can walk into any plant anywhere and declare himself in. He has to be hired by somebody, and if he is not hired, he has no rights. That is the thing that we ought to be careful about, because the employers themselves, especially the large employers and especially in those states that have the so-called right to work in their constitutions, would be happy to have any statement from the A. F. of L. give encouragement to the idea that anybody can declare himself in in a union shop, but a union man cannot declare himself in in a nonunion shop. I believe that distinction must be borne in mind and a great deal of thought given to it and nothing broadcast that states flatly that the closed shop is barred.

Judge Padway: Mr. Randolph, let me say this to you. I do not think there is a single soul in this room who is unsympathetic to your interpretation. I wish we could indulge in it. Whether it is diplomatic to broadcast what

we say in print is another matter, but it is in the law. I respectfully differ with you on whether it is in the law. The very opening line in 8(a) (3) reads as follows: "by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourge membership in any labor organization . . ."

Mr. Randolph: Yes, but why don't you stick with that instead of enlarging it? In the first place, follow the steps up. A man goes to a place looking for work. The employer says, "I do not want any help." But if that employer asks him if he belongs to a union and he says no, and the employer says "I am not going to hire you because you do not belong to the union," then you say the man has a right to sue the employer for something or other. Whether he needs him for a day or for a week or forever, it is just a question of how long he might need him, even if he could get a judgment against him for violating the Act. But if the employer says nothing to this man about the conditions under which he is to work, you do not have a case. That is what I am kicking about; you are jumping to the conclusion that an applicant for a job has a right to a job if the other fellow wants him or does not want him.

Judge Padway: Oh, no, I do not mean to leave the impression that an applicant for a job, if the employer does not want him, is entitled to a job. There is no such thing in this law or any law. But let's forget, Mr. Randolph, of the Typographical Union, why you might devise certain schemes through your foremen and the like who have certain powers to get around this law. Let's take the Teamsters, where 100 are needed and just three show up. They are all capable Teamsters but nonunion men. Even under the old law there are circuit court decisions, and a Supreme Court decision, that refusal to hire because of union membership was discrimination under the Act, and the one who was not hired received back pay.

Mr. Randolph: Don't you see, Judge, that what you have done is to complete the case? I am talking about a situation where the man in that case, if he had advertised for 100 and three showed up, might make up his mind that he did not want the three; he might want one out of three or two out of three. Unless you complete the case by bringing in the question of discrimina-

tion, you still do not have a case. That is what I am talking about. In all of the statements that are made here, in all of the things that have been printed, you have jumped to the conclusion of a fully made-up case, and that is not so in the printing industry.

Judge Padway: All I say is this. If you can by evidence establish that the employer in good faith did not want more than two men or did not at least hire more than two men, and nothing was based upon a discrimination in regard to union membership, he has not violated the law. If you can devise that there has been no discrimination with regard to hire or tenure no discouragement with respect to joining or nonjoining the union, you are outside the provisions of the Act. It is all a matter of factual circumstances and evidence.

We are assuming, however, that the employer did at least discriminate against the third man. You say, "Why should we assume that?" Only for the purpose of getting an interpretation of what the Act means. I say that it would be pretty difficult for an employer who wants 100 Teamsters and hires, let's say, twenty today and twenty tomorrow and twenty the next day, and who says to one of them, if he is foolish enough to do so, "Well, now look. This is a union shop I have a union shop agreement. Are you a member of the union, or will you become a member?"

GENERAL COUNSEL'S EXHIBIT 7-G
(Copy)

A.N.P.A. ASKS FULL PUBLICITY

American Newspaper Publishers Association
Special Standing Committee

Chicago, Illinois
September 9, 1947

Mr. Woodruff Randolph, President
International Typographical Union
P. O. Box 428
Indianapolis 6, Indiana

Dear Mr. Randolph:

The ANPA feels that the facts require that an answer be made to recent statements by responsible I.T.U. officials. These statements put in an inaccurate light the attitude of ANPA and its members toward the I.T.U. and its member locals.

Certain statements made by you and other statements made in the name of the I.T.U. Executive Council go so far as to allege a generally hostile attitude on the part of ANPA towards I.T.U. locals and the existence of a conspiracy by ANPA to weaken or undo the I.T.U. and to force upon it disadvantageous and unfair working conditions.

I have been authorized by the Board of Directors of ANPA to make to you, as President of the I.T.U., and for the benefit of members of the locals of I.T.U., the following declarations:

(1) The ANPA is not hostile to I.T.U. or to any other group of employees in the newspaper business.

(2) The ANPA, acting as an organization of employers of printing craftsmen, desires the existence in the newspaper publishing business of amicable relations with employees, stability in labor-management relations, and mutual respect.

(3) The ANPA asserts its belief in the principles of collective bargaining and the amicable settlement of differences and disputes under democratic processes that guarantee the rights and equities of all parties involved.

(4) The members of ANPA have always clothed its Special Standing Committee with authority and capacity

to meet with the representatives of any union or group of employees to discuss common problems and to make recommendations based upon the outcome of such discussions, despite your statement to the contrary to your convention.

(5) The ANPA emphasizes its desire always to arrive at agreements with unions or groups of employees under which stability of the industry and security to its employees will be insured, without recourse to strikes, lockouts, or work stoppages, and without recourse to agencies outside of those created by agreement of the parties.

(6) The ANPA believes that all problems that exist between its members and their employees can be settled by machinery agreed upon by them in a spirit of fair dealing, and asserts its desire to meet those problems in such a spirit.

I bring to your attention the suggestion made by me, as Chairman of the ANPA Special Standing Committee, a short while ago that representatives of the ANPA meet with your Executive Council to discuss with you all of the matters that would seem to demand our mutual attention, with a view to resolving existing differences. We have had no word from you as to this suggestion. I am authorized to renew it, and to urge upon you a meeting to seek a solution of problems that stand in the way of mutual understanding and good-will.

We have in mind your own words in your speech at the recent I.T.U. convention that "the matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible." We join with you in the assertion. At another point you said, "we do want our employers to know that we are embarking upon no new endeavors of conquest against them or their business." Unfortunately, intentionally or not, certain recent official actions by the I.T.U. have operated to disturb traditional relationships and to give the impression that new and untried fields are to be entered upon. These have acted as a disturbing influence and as a threat to a state of labor-management relations in the newspaper publishing business that has long been regarded as a model. We do not agree that any good reason exists for the introduction of these factors. We believe an even tenor of

mutually satisfactory relationships can be maintained. The declarations herein affirm that belief.

We offer to meet with representatives of your union in a sincere and honest effort to explore all of the problems and to seek in concert with you a solution to them that will protect our mutual interests. We would like to have the position of the ANPA, as recited herein, known to the rank and file of the membership of I.T.U. We believe they are entitled, in view of the charges that you have made against ANPA, to know of this straight-forward disavowal of any hostility or antagonism towards I.T.U. and its locals.

We hope you will agree to our proposal for an early meeting and that your Executive Council will direct your local unions to maintain production.

Sincerely yours,
G. N. Dale (Signed)
Chairman.

GND:lk.

I.T.U. Objective: Preservation of Conditions.

HERE IT IS—AND OUR REPLY

International Typographical Union
Office of the President

Indianapolis, Indiana
September 10, 1947

Mr. George N. Dale, Chairman
Special Standing Committee
American Newspaper Publishers Association
360 North Michigan Avenue
Chicago 1, Illinois

Dear Mr. Dale:

This is to acknowledge receipt of your letter of September 9, 1947, in which you take exception to certain statements and actions of the officers of the International Typographical Union and in which you make a number of declarations of policy and belief of the Board of Directors of the ANPA and the members of the Special Standing Committee thereof.

Since the matters to which you take exception are not enumerated or specified in any way, I have no way of

replying to those statements. For the purpose of this letter then I can only say that the statements of the officers of the International Typographical Union are based on the record of the past and our actions have been taken on the basis of necessity.

Of course, we cannot blame the American Newspaper Publishers Association for the adoption of the Taft-Hartley law but neither can we say that we know of any publisher that objected to the passage of that law or who made any objections to the provisions of the law while it was being debated in Congress. Quite to the contrary, we read many editorials in support of the Taft-Hartley law and there was unlimited publicity given to the assertions and statements of those who were pushing that bill in both Houses of Congress.

As to the six declarations authorized by the Board of Directors of the ANPA, I may say that we are quite willing to regard them as the attitude of the ANPA as of this date. The six declarations are expressed in general terms and their exact meaning can only be determined after a conference such as you suggest.

The Executive Council of the International Typographical Union is quite willing to meet with the Special Standing Committee of the American Newspaper Publishers Association and in the words you quote from my speech at the convention "the matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible."

Since the Board of Directors of the ANPA has authorized the six declarations contained in your letter I presume they do so with more authority than Elisha Hanson, the General Counsel for the American Newspaper Publishers Association had in his expressions to the conference in Chicago of "more than 300 newspaper executives and those engaged in Labor Relations Work."

We would like to believe that the belligerent, bellicose and hostile expressions in the editorial and news content of Editor and Publisher are made on the sole responsibility of that publication and not because of any inspiration from any officer or committee of the American Newspaper Publishers Association.

Without knowing what occurred in the above mentioned conference, other than the quotations from the speech of

Elisha Hanson as printed in Editor and Publisher, we have no way of knowing of the intent behind the six declarations contained in your letter. However, we are quite willing to try to find out through a conference between your Special Standing Committee and the Executive Council of the International Typographical Union.

It is our judgment, however, that if the attitude of the Special Standing Committee is to be based on the published statement attributed to Elisha Hanson, General Counsel for the American Newspaper Publishers Association, the conference will be productive of no results. It is likewise our judgment that if it is the intention of the Special Standing Committee to urge the signing of contracts under the present conditions created by the Taft-Hartley law, the results of the conference will be nil.

The course to be followed by the International Typographical Union was determined by the recent convention and that course will be followed. However, I reiterate what I said during the recent convention. "The matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible." We are glad that you join with me in that assertion. I likewise reiterate that what I said at another point "we do want our employers to know that we are embarking on no new endeavors of conquest against them or their business."

If our employers are embarking upon a campaign to destroy the working conditions we have enjoyed for over a hundred years, we will learn of it officially when they begin.

In your letter you propose an early meeting and say "we offer to meet with representatives of your union in a sincere and honest effort to explore all of the problems and to seek in concert with you a solution to them that will protect our mutual interests." We accept that offer and suggest that the meeting be held during the week beginning the 15th and ending on the 20th of September, 1947.

Since the last meeting between your Committee and our Executive Council was held in Chicago, I suggest that if you are agreeable to a meeting during that week, it be held here in Indianapolis.

Awaiting your reply as to time and place for the meeting, I am

Cordially and sincerely yours,
Woodruff Randolph (signed)
President

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Its Members Have Enjoyed for a Century
Excerpts from

THE TYPOGRAPHICAL JOURNAL

Vol. CXI October, 1947. No. 4

BY THEIR FRUIT YE SHALL KNOW THEM

Employers who allow members to work under Conditions of Employment without trying to take advantage of the union under the unfair Taft-Hartley Law will engender a feeling of good will among I.T.U. members. Every reasonable effort will be made to keep their composing rooms operating under fair production standards without interruption.

Those "smart Alex" employers with slick lawyers and "labor advisors" to needle them into believing they can cripple the union and perhaps gain some advantages over the I.T.U. by applying to the National Labor Relations Board or the courts with trumped-up charges will not win friends among the printing workers.

Under the one-sided Taft-Hartley Law we are compelled to bargain in good faith, but the framers of the law did not go so far as to say we had to accept anything the employers offered. However, the anti-union zealots are not only trying to lead the Typographical Union to the bargaining table and courts, but hope some biased government bureaucrats or anti-labor judge will find a way to make the printers swallow an unsatisfactory and unwanted labor contract.

Those employers who, under duress, compel us to make contracts will find us complying because of the compulsion, but within the bare limits of the Taft-Hartley Law. They will also find us insisting that our rights and prerogatives, as heretofore enjoyed, shall be protected as best we know how and to the full limit of our economic strength and resources.

Our friends in the industry, and they are the overwhelming majority, are the ones we will continue to assist in obtaining work in slack periods through label promotion and other organized activities. They are now making their friendship known. Of course, if in any event these fair employers are ever confronted by some rat trying to muscle in or collect damages under the anti-union Taft-Hartley Law, these employers will find the union employes able and willing to be of great assistance.

We are taking stock of our friends in the industry just as carefully as we are numbering our friends in Congress. We are learning the names and nature of those who want to live and let live in an atmosphere of harmonious relations and we are learning the names and nature of those who are chiselers, cheats and ever eager to take an advantage of their employes.

To those employers who ride along with us under our Conditions of Employment without trying to gain an advantage under an unfair law we eagerly look forward to the time when we will have succeeded in amending the Taft-Hartley Law or obtained interpretations which will allow us to return to peaceful and free collective bargaining. To the others who display a mean disposition and a bias against their union employes we also look forward to the day when America returns to a sane policy of free collective bargaining. It is by their fruit that we shall judge them.

Elmer Brown.

From the
PRESIDENT

A.N.P.A. SPECIAL STANDING COMMITTEE FOR TALKING PURPOSES ONLY

"Dreaming the Happy Hours Away" It Suggests Signing of Contracts, the Making of a Five-Year Arbitration Agreement and Arbitration of Succeeding Contracts.

In Chairman Dale's letter asking for a meeting dated September 9, 1947, he said "the members of the A.N.P.A. have always clothed its Special Standing Committee with authority and capacity to meet with the representatives of any union or group of employees to discuss common problems and to make recommendations based on the

outcome of such discussions, despite your statement to the contrary to your Convention."

In our reply we state "in your letter you propose an early meeting and say 'we offer to meet with representatives of your union in a sincere and honest effort to explore all of the problems and to seek in concert with you a solution of them that will protect our mutual interests.' We accept that offer and suggest that the meeting be held during the week beginning the 15th and ending on the 20th of September, 1947."

The meeting was held on the 25th of September, in Indianapolis, and the opening statement of the Special Standing Committee was as follows:

> "We are here today as a consequence of your acceptance of the offer, authorized by the Board of Directors of the American Newspaper Publishers Association, to meet with you to explore the differences that exist between the International Typographical Union, its local unions, and its members, and the publishers of newspapers of North America. We would like to say to you at the outset that we come with a sincere and honest desire to isolate the sources and causes of difference and to find a solution for them. We are here to examine, evaluate, and discuss in a forthright manner all issues that stand in the way of harmony and to contribute, in recognition of the merits that exist, our full share toward understanding."

Then followed nine pages of generalities and probabilities as seen through the eyes of the Special Standing Committee.

In answer to a specific question we were informed that the Special Standing Committee had power to make recommendations concerning any matter they could agree upon. The members of the Executive Council then took hope that the American Newspaper Publishers Association was willing to directly enter the field of labor relations. The rest of the day was spent seriously discussing all of the problems that are confronting us due to the impact of the Taft-Hartley Law on our industrial relations. The meeting adjourned the first day with the thought that some practical step could be taken that would be helpful to the many publishers and local unions

finding it difficult to change long established practices and procedures.

The suggestion was made by the members of the Special Standing Committee that the members of the Executive Council attempt to produce something overnight for consideration the next day. It was assumed that the publishers' representatives would do likewise.

When the meeting opened the following morning, the employers were still wading around in the mess of generalities they had offered the day before and had made absolutely no effort to reduce to writing any particular and practical step to take at this time that would affect difficulties now present.

The members of the Executive Council did take many hours during the evening and night in preparing a practical program for immediate betterment of relations between local unions and employers. We hoped to produce a most reasonable set of recommendations and conclusions of fact which could be adopted and signed jointly by the Special Standing Committee of the A.N.P.A. and the Executive Council of the I.T.U.

Since the employers had absolutely nothing of constructive nature to offer, the members of the Executive Council presented the following proposal:

"The Special Standing Committee of the American Newspaper Publishers Association and the Executive Council of the International Typographical Union met on September 25 and 26, in Indianapolis, Ind., in a sincere and earnest effort to explore all of the problems confronting the I.T.U., its locals and its members and the publishers of newspapers of North America and to seek in concert a solution to them that will protect their mutual interests.

"It became immediately apparent that the publishing industry has been subjected to a violent and unnecessary shock due to the application of many of the provisions of the Labor Management Relations Act, 1947.

"The provisions of that law affect our historic collective bargaining relationship adversely and to a considerable degree.

"It must be recognized that the new law prevents the enforcement of closed shop sections in collective bargaining agreements after August 23, 1918, and that it provides

for a number of penalties for what are described as unfair labor practices. The effect of these changes in the law is such as to leave the union little opportunity to protect its members through collective bargaining agreements against the unfair competition of non-union men and non-union produced material in competition with union men. It seriously impairs the union's ability to protect its members in their rights to employment on the type of work historically considered within the jurisdiction of the International Typographical Union.

"It is recognized that the operation of the closed shop in the newspaper publishing industry has been essential to that degree of responsibility and cooperation that has been the essence of collective bargaining in the industry. It is recognized that there is little opportunity for other than operation generally with members of the International Typographical Union.

"However, the opportunities presented through the choice given the employer by the LMRA, 1947, with regard to the hiring of men, the designation of workers to perform tasks and the possible use of non-union produced material would open wide the door to practices obviously destructive of the type of responsible collective bargaining heretofore enjoyed by the industry.

"While employers in the newspaper industry may not have considered that such radical departures had been made from heretofore standard and satisfactory practices and customs, it is recognized that these changes do present a major problem which must be solved if stable relations are to continue and reasonable and responsible collective bargaining maintained in the newspaper publishing industry.

"In the solution of this major problem there seems to be open to employers certain opportunities to make agreements with the unions which will alleviate some of the distress caused by the possible use of some of the prerogatives open to employers under the new law. It is earnestly recommended that recourse be had to such agreements to the extent it may be found possible.

"The Collective Bargaining Policy adopted by the International Typographical Union in an effort to preserve the freedoms available to its members where collective

bargaining contracts are not in effect is nowise directed against the employers in the newspaper publishing industry. It is a defensive mechanism to preserve such rights as may remain to members of the union to protect their job opportunities and to refuse to work either individually or collectively on competing non-union material or to work with competing non-union men.

"The International Typographical Union considers that any failure on the part of the union to protect these important features which have been of the essence of collective bargaining for all of the years of its existence in the industry would result in the actual destruction of the union.

"This attitude on the part of the union is not unreasonable, nor is it to be expected that the newspaper publishers desire to make any radical changes in the historic practices and procedure of collective bargaining between members of the American Newspaper Publishers Association and local unions of the International Typographical Union.

"It is therefore recommended and urged that neither the employers nor the unions undertake to destroy these historical practices and procedures and that each recognizes that it is in the interests of both to take what steps may be open to them within or without their respective organizations to urge the amendment of the Labor Management Relations Act so that the successful, satisfactory and historic collective bargaining relationship between the newspaper publishers and the International Typographical Union may be restored.

"It is further urged and recommended that the wages and hours factors of our industry be determined by newspaper publishers and local unions in our historically fair approach to such questions whether or not such understandings as to wages and hours are reduced to writing.

"It is recognized that pending an opportunity to work out a more satisfactory relationship the practices and procedures heretofore recognized be continued and neither employer nor employee seek to take any undue advantage of the situation.

"Among the heretofore established practices is the recognition that the laws of the International Typographical Union have been the basis of union shop operation upon

which has been erected a structure of collective bargaining and a settlement of industrial relations not in conflict therewith. It is therefore urged and recommended that the laws of the International Typographical Union of 1947 continue to be recognized as such basis in any degree not prohibited by law and that every effort be made to avoid the conflicts which might be expected by deviation from our accustomed course.

"It is recognized that another basic factor of our industrial relationship has been that the jurisdiction of the union over the several classifications of work performed by its members has been a matter that has been historically determined by the union. In the evolution of the newspaper publishing business new machinery has been manned by members of the International Typographical Union and it is urged that no deviation be made from this historical practice. This is definitely a vital factor in the maintenance of harmonious labor relations between newspaper publishers and members of the International Typographical Union.

"It is recognized that it is possible for members of the union to take certain action collectively and in addition certain action individually which is even protected by the LMRA, 1947, if there is in effect no contract covering the entire range of subjects heretofore covered in such contracts.

"It is expected that understandings reached as to wages, hours, vacations and paid holidays should remain in effect for a reasonable time. It may be possible to devise some forms of agreement that could cover this field in a manner satisfactory to the American Newspaper Publishers Association and the International Typographical Union however, the preparation of such forms will require time and it is urged and recommended that there be no hesitation in immediately continuing all efforts to arrive at satisfactory understandings on wages, hours, vacations and paid holidays until such forms may be devised.

"With such satisfactory understandings, there need be nothing further required to guide the well established industrial relations until further satisfactory arrangements can be made. To this end the Special Standing Committee of the American Newspaper Publishers Association and

the Executive Council of the International Typographical Union will devote their sincere and earnest efforts.

"It is urged and recommended that no recourse be had to the procedures of the LMRA, 1947, because of the doubtful effect of the application of such procedures to our urgent needs.

"The Special Standing Committee of the American Newspaper Publishers Association under authority of the Board of Directors, has taken no added responsibilities, and the Executive Council of the International Typographical Union welcomes the opportunity for cooperation in serving the industry through the joint efforts of these two bodies.

"While it may be legally correct for an employer to take unilateral action on wages and hours and likewise may be legally correct for the union to take unilateral action thereon, it would be more prudent and satisfactory to both publishers and unions to lay aside what may be technically possible and proceed in good faith on what is practically desirable.

"In the sincere desire to further the best interests of the publishers and members of the International Typographical Union the Special Standing Committee of the American Newspaper Publishers Association and the Executive Council of the International Typographical Union join in the above declarations and recommendations and urge their respective constituent units to give effect thereto at the earliest possible time."

The proposals were read by the Special Standing Committe which then suggested adjournment to give them time to study it in caucus. The meeting adjourned from 11:30 a.m. until approximately 3:15 in the afternoon when the following was handed to us:

"Reply to the A.N.P.A. Special Standing Committee to proposals made by the Executive Council of the International Typographical Union September 26, 1947 . . .

"The proposals that you made to us this morning have been carefully examined by us. They cannot be accepted because they involve commitments we have no propriety in assuming. They do not solve the pressing problem that exists now in connection with the I.T.U. no-contract policy and the elimination by

I.T.U. of collective bargaining from employer-I.T.U. relations.

"These we see as a source of extreme confusion and a cause of acute disturbance. You emphasized at the outset of our conferences yesterday the gravity of this problem. A settlement of it immediately will compose conditions that promise extensive litigation and difference. Settlement of it is within our capacity.

"If you will agree to make public announcement immediately of the revocation of the no-contract policy and resumption of collective bargaining under the Labor Management Relations Act and state laws, we are prepared to offer a proposal to you as to our mutual undertakings. But these undertakings must be based upon the resumption of traditional collective bargaining relationships with publishers, and it is the question which must be settled as a condition precedent to our offer."

Upon question as to what they meant by the statement "We are prepared to offer a proposal to you as to our mutual undertakings," the answer was that they would be prepared to offer a five-year arbitration agreement which they thought would take care of everything that could be taken care of with due respect to the Taft-Hartley Law.

Members of the Executive Council were quite frank in reviewing all of the difficulties created by the Taft-Hartley Law and in describing to them the danger of destruction of the International Typographical Union if the prerogatives of the Taft-Hartley Law were exercised by the employer under a contract relationship.

We pointed out how, under a contract, the employer could have a non-union foreman, then some non-union straw bosses, some non-union key men and from then on the shop would be non-union in short order. We discussed quite frankly the punishment the union would have to take if it accepted the contract relationship with regard to the matter of the non-union product of competing non-union men and the probable loss of jurisdiction over work we have traditionally performed and over work of new processes entering the printing field.

We pointed out that we would have a chance of survival without a contract that we would not have with a contract.

There is absolutely no question but what we proved conclusively that the proposals we had made were the only way out of a very nasty situation, that is certainly not the fault of the union, and if the fault of the publishers through either taking part in getting the Taft-Hartley Law adopted or in negligence to prevent its adoption, there was only one thing to do about it now and that was to get it amended or repealed.

It was plainly indicated that the International Typographical Union was not going to commit suicide because the Taft-Hartley Law offered the weapons with which we could destroy ourselves. That law also offers the employer weapons with which he can try to destroy us.

It is obvious how that this meeting with the A.N.P.A. Special Standing Committee was as useless as all former meetings and that they have no capacity for entering the field of practical labor relations and that they have no intention of even making recommendations relative thereto.

So long Special Standing Committee!

Fraternally,

Woodruff Randolph

President

From the

FIRST VICE-PRESIDENT

LOCAL UNIONS HOLD THE LINE

The International Typographical Union is credited with being one of the strongest unions in existence economically. It is strong because its members act as a unit when the necessity for such action is apparent.

After thorough analysis and discussion of the insidious provisions of the Taft-Hartley Law, 335 delegates in attendance at the recent Cleveland convention unanimously adopted a policy of refraining from signing contracts after the effective date of the law.

This policy was adopted August 21. The Taft-Hartley Law became effective August 22.

As this is written exactly one month after the effective date of the Taft-Hartley law, not one contract signed after

the effective date has reached the Contract Department of the International Typographical Union from any local union located in the United States. The flow of contracts was stopped as simply and effectively as turning off a spigot.

When it is considered that under normal conditions contracts flow in and out of headquarters in an unceasing stream every working day throughout the year it is amazing to outsiders to learn that our local unions can act with such precision.

As a matter of fact such teamwork is only possible of achievement when the International Typographical Union is under attack. Members of this union have always stood side by side in defense of their historic rights and prerogatives. As President Randolph predicted our members would do, they are merely "doing what comes naturally."

When it becomes repugnant to the fundamental rights of union members and legally dangerous to enter into binding contracts, it is natural for our members to refuse to stick their necks in the noose. One of the first things a printer learns is that there are more ways than one to set an advertisement or a piece of job work. When a printer finds he can't do it one way, he'll find another. That's what they are doing about the Taft-Hartley Law. until it can be repealed.

There are a lot of square shooters among employers in the printing industry. They have no desire to use the weapons placed in the hands of employers by the Taft-Hartley Law. This is evidenced by the number of places where our members are continuing to work under satisfactory conditions after expiration of contracts.

This type of employer was not aware of the many pernicious provisions of the Taft-Hartley bill while it was under debate in Congress. He was not impressed by the hullabaloo being raised about the bill because he didn't expect it would make any difference in operating his business. And so it need not for the time being. But unless the law is promptly repealed it will have far-reaching and deleterious effects upon the economy of this country and sooner or later all will come within its evil shadow.

There is another type of employer in the printing industry. This group has been lying in wait for the time when they could take a sock at their composing and mail-

ing room employes and then dodge behind the protective wing of some Fascist-minded bureaucrat or injunction-happy judge. This type never had the guts to stand up and slug it out toe to toe without a blackjack in one hand and a pair of brass knuckles in the other. Now that they have the weapons they will try to make the most of them.

We are going to try to get along with both types of employers without surrendering any of our rights and hard-won gains. If patience, reason and logic are brushed aside, then we will match these employers in kicking and gouging in the clinches. Members of the International Typographical Union don't like to be pushed around and anyone who undertakes such a job will always encounter something more than passive resistance.

Larry Taylor.

From the
SECOND VICE-PRESIDENT

THIS IS IT—BALTIMORE EMPLOYERS START WAR ON I.T.U.

Use Taft-Hartley Law in an Attempt to Crush Union

The lines are formed; the attack has started, and the battle has begun for the fundamental rights guaranteed free Americans under the Constitution of the United States and the Bill of Rights. Our right to work, or to refuse to work, for the private profit of employers, a century-old principle of the International Typographical Union, has been challenged. We are at the cross-roads. We maintain the right to live as free-born Americans and to exercise our God-given rights to work and live as we please or we lose these rights to the bureaucrats in the Government and have our labor placed under compulsory contracts written and enforced by some lawyers or college professors in a Washington office.

The first barrage against us was laid down by the cheapest of our employers in Baltimore. This is the same group which has almost gutted the commercial industry in the East by its continued refusal to meet wage levels established by competing employers. This Baltimore group, chosen as the advance guard against unionism, has been underbidding other employers in the East and, through such cut-throat practices, made it difficult for fair-minded

employers to pay a decent standard of wages. These greedy exploiters of our members have dreamed that, after the manner of Saint George, they would achieve "fame" by slaying the I.T.U. dragon. Union members, in and out of Baltimore, should turn their union-wrecking dream into a nightmare.

Employers Incited by Editorials.
And Sabre-Rattling Statements

The Graphic Arts League of Baltimore, incited by hysterical editorials in employer propaganda sheets such as Editor & Publisher, goaded by sabre-rattling resolutions broadcast from meetings of employers, inspired and encouraged by a proximity and association with bureaucrats in Washington, fortified with the Taft-Hartley Law, laid down a barrage against Baltimore Typographical Union and the I.T.U. in a set of charges filed with the National Labor Relations Board, accusing the I.T.U. of everything their slick lawyers could think up.

We are haled to court for insisting that I.T.U. members have a right to abide by the General Laws of the I.T.U. not in conflict with the law. The General Laws are the standards for the operation of a union shop. The medical profession has a medical association which promulgates "conditions of employment" and doctors charge a fixed fee for office visits, for day calls and for night calls. Those practicing medicine who do not belong to and abide by the "conditions of employment" are denied privileges in hospitals approved by the association. The medical profession has a union which does not sign agreements but operates under "conditions of employment" adopted by the medical association, and so do the lawyers and other groups.

We are accused of trying to get the employer to agree to, or acquiesce in, provisions which are contrary to the Taft-Hartley Law. Not so. We feel we can determine conditions we will work under in the same manner and with the same legal rights as the non-union employer sets the wages and conditions under which employes may work for him. If the I.T.U. must sign or agree to work for an employer under some kind of dictated agreement then what will happen to the non-union employer who has never signed a labor contract and says he never will? What is sauce for the goose is sauce for the gander.

We are haled to court for stating no one can represent the International Typographical Union without specific authority. Is the Government, or the Baltimore Employers Association, going to select our agents and representatives? That is what this charge tries to establish. Didn't the Graphic Arts League select its own representative and didn't he break up the negotiations by refusing to meet with the Baltimore Union, saying he had to go back for additional instructions, and didn't the League file charges against the Union without the common courtesy or decency to say one word further or to come back for negotiations?

We will match our good faith with any employer in collective bargaining and comply with all the technical requirements of the law in doing so, but come hell or high water in Baltimore or elsewhere, members of the International Typographical Union, even under the Taft-Hartley Law, will find legal ways of exercising their human rights under the laws and guarantees set forth in the Constitution and Bill of Rights of the United States of America. A good, true American will not submit to tyranny.

The New Florida Printing Process Not Perfected

Don't break up the Linotype or Intertype machines; don't rush up to the boss and tell him you are off to the chicken farm because there will be no more use for printers since the Perry-Higgins process has been "invented". While this latest scheme to do away with printers is so "hush, hush" that I could not examine it while in Ocala, Fla., I believe I have enough information to predict that the new method and equipment will not put either Mergenthaler or Intertype out of the machine-manufacture business. Not yet, anyway. The process substitutes a typewriter machine manufactured by the International Business Machine Company for the Linotype or Intertype. This I.B.M. machine types out the straight matter copy. A count is made and the matter again typed to line up on the right as well as the left. This is done by adding spacing during the second typing.

The second operation is pasting up. This is accomplished by pasting the ads and other matter on a master sheet for photographing. Of course, the little problem of

making the page even or "squaring off" articles is still a "bug" which has not been overcome. In making up a page of type a few leads dropped in will even off a page or article, but pasting proofs is a lot more difficult and time consuming.

The third operation is photographing the pasted page, reducing it to the desired size. Of course, when printing directly from type this operation is not necessary, nor is there a need for the photographing and plate making equipment.

Next the plate is made which, according to the most liberal estimates, takes 20 to 30 minutes. For an eight-page paper this means about four hours of engraving work to make the printing plates.

The plates then are curved or nailed on to blocks, depending upon the type of press used. This eliminates the stereotyper, no doubt. But what weekly newspaper uses stereotype plates since the best print is obtained direct from type, plates being made only on publications which have 15,000 or 20,000 circulation, or more.

The sales propaganda has been terrific on this process, but no plants have been established. One of the arguments advanced by the promoters is that an I.B.M. typewriter can be purchased for some six or seven hundred dollars whereas a line-casting machine costs three thousand or more. The sales talk does not mention the added cost of putting in photographing, engraving and plate-making equipment which costs a great deal more than any Intertype or Linotype machine, not to mention the added need for skilled engravers and plate-makers.

A Lot of Sales Propaganda on
New Printing Methods Misleading

Messrs. Perry and Higgins will not like me for this report, but if they had anything that would work they should not have been afraid for me to see it. I doubt that they have anything very new or worthwhile to offer. I know you cannot improve printing by photographing as each reproduction process "weakens" the sharpness of the object or character photographed. Printing direct from type is superior to reproduction from a proof from type or typewritten copy. Moreover, I am ready to be shown that a typ- • • •

GENERAL COUNSEL'S EXHIBIT 7-H
(Copy)

Official Communication from.
INTERNATIONAL TYPOGRAPHICAL UNION
Indianapolis, Indiana
Box 428

To the Officers and Members of Subordinate Unions:
Regarding EXTENSION AND AMENDMENT OF EXISTING CONTRACTS AND NEGOTIATION OF NEW CONTRACTS BEFORE AUGUST 22, 1947

1. If your Union has an existing agreement (approved by the I.T.U.) with an employer (entered into before June 23, 1947) and you are satisfied with its provisions and desire it to remain in effect, you need not take any action, as it will be valid and enforceable for its full term. It can be amended as to wages—hours (if interim opening is provided) without affecting its termination date (lawyers differ on this latter point). Write the President of the I.T.U. concerning any other proposed changes.

2. The new law as to closed shop contracts does not go into effect until sixty days after its enactment on June 23, 1947. Therefore until August 22, 1947, contracts may be negotiated and signed but such contracts can be made only for a period not to exceed one year. New sections must be added to preserve our rights under the new law. (See paragraphs 4-5-6-7-8-9 of enclosed Form A.)

3. If your union has an existing agreement (approved by the I.T.U.) with an Employer (entered into prior to June 23, 1947) which agreement expires on a date PRIOR to August 22, 1948, and your union and the Employer desire to extend it and keep it in effect for one year or until August 22, 1948—whichever comes first, an extension agreement in the enclosed (Form A), should be signed by the Union and Employer before August 22, 1947.

Do not be stampeded into signing before August 22, 1947, just to get a closed shop agreement. We will maintain our right to work only with union men under any circumstances.

INTERNATIONAL TYPOGRAPHICAL UNION

Woodruff Randolph, President
Larry Taylor, First Vice President
Elmer Brown, Second Vice President
Don F. Hurd, Secretary-Treasurer

* * * * *

FORM "A"

AGREEMENT AMENDING EXISTING AGREEMENT

(If it bears approval of I.T.U.)

1. This Agreement, made and entered into this ..... day of ..... 1947, by and between the .... Company through its authorized representatives, the party of the first part, and the subordinate union of the International Typographical Union of the City of ..... known as Typographical Union No. ..... by its officers or a committee fully authorized to act in its behalf, party of the second party, Witnesseth

2. That Whereas, both of said parties desire to continue, extend and amend the contract now existing between them,

3. Now Therefore it is hereby agreed, by and between the parties hereto that the Agreement heretofore entered into between them on the ..... day of ..... 1947, is hereby extended to cover the period of one year from the last named date, provided, however, that such extended period shall not extend beyond August 22, 1948.

4. By The Execution Of This Amendment Of Agreement the parties reaffirm all the provisions of said original agreement and agree to such amendments as are hereby added, all of the same to be effective until the end of the term of the extended agreement; and the parties in mutual consideration of the execution of this amended agreement agree that such amended agreement may be cancelled and terminated at any time hereafter by either party, upon sixty days' written notice of said termination to the other party and that neither party hereto shall bring any legal action against the other party or be liable in damages, except as hereinafter provided, for any breach of the contract or amended contract between them, or for any other matter growing out of their relations one with the other.

5. The parties further agree that: If any part of this agreement is declared illegal or inoperative by any agency or court, this entire agreement shall thereupon become null and void.

6. It is agreed that the union is the exclusive bargaining agent for all composing room employees and it is further agreed that the term composing room employees is subject to definition and limitation only by ..... Typographical Union No. ..... and the International Typographical Union. It is further agreed that in the event of a difference of opinion between the employer and said unions as to the desirability of the unions' ruling defining composing room employees the employer may, on 10 days' notice to union, declare this contract null and void. It is further agreed that during said 10 days or other period of time during which such a controversy may exist the employer will not appeal to any agency whatsoever for a determination of that issue but that said issue is a matter for agreement or settlement solely by the employer and the union.

7. It is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25; provided, that said limitation of $25 shall not apply to claims for wages.

8. It is agreed by and between the parties hereto that while it is their intention to preserve the historic and successful processes of collective bargaining there is no intention to violate any Federal or State law. In the event that any action is brought against either party to this agreement by any person or agency whatsoever attacking the validity of this agreement or seeking to prevent its terms being carried out, either party to this agreement may thereupon declare this agreement null and void.

9. The parties further agree that: No member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union.

For the Company, For the Union,

....

....

In Witness Whereof, we have hereunto set our hands this ..... day of ..... 1947. The foregoing agreement has been examined by me and found to be in conformity with the laws of the International Typographical Union.

Woodruff Randolph
President, International Typographical Union.

GENERAL COUNSEL'S EXHIBIT 7-J.

CONDITIONS OF EMPLOYMENT

This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

..... Union No. ..... a subordinate union of the International Typographical Union and subject to all of its laws, regulations and decisions, hereby, and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which members of .... Union No. ..... shall work, as stated in the schedules and provisions herein, on and after ...., 19....., subject only to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

No local union officer, chapel chairman, or other member of the union shall be authorized to act as an "agent" of the union for any purpose or act prohibited by state or federal laws. The union promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout.

SCHEDULES AND PROVISIONS

Book and Job Scale

Section 1. .....hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. ..... hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of ..... hours and .....minutes and shall be paid for at ..... dollars per week above the regular night rate.

Section 5. All shifts starting after ..... P. M. shall consist of ..... hours. Journeymen working such shifts shall receive the night rate plus $..... per shift.

Section 6. Unless otherwise specified in Section 42 all journeymen shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 7. Machinist-operators shall receive not less than $..... per week for day work and not less than $..... per week for night work, based on operating and caring for one machine.

Section 8. A machinist shall be employed where ..... or more machines are in operation. Machinists shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 9. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth year	.....%	.....%

Daily Newspaper Scale

Section 10. ..... hours shall constitute a day's work; five days shall constitute a week's work.

Section 11. ..... hours shall constitute a night's work; five nights shall constitute a week's work.

Section 12. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 13. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of ..... hours and ..... minutes and shall be paid for at ..... dollars per week above the regular night rate.

Section 14. All shifts starting after ..... P. M. shall consist of ..... hours. Journeymen working such shifts shall receive the night rate plus $..... per shift.

Section 15. Unless otherwise specified in Section 42 all journeyman shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 16. Machinist-operators shall receive not less than $..... per week for day work and not less than $..... per week for night work based on operating and caring for one machine.

Section 17. A machinist shall be employed where ..... or more machines are in operation. Machinists shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 18. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth year	.....%	.....%

APPRENTICES

Section 19. Apprentices may work in the ratio of one to every ..... journeymen situations until ..... apprentices are working, then the ratio shall be one to every ..... journeymen, but not more than ..... apprentices in any one office.

Section 20. Qualifications—To be eligible for apprenticeship, applicants must be not less than 16 years of age; must pass the ITU technical examination; and must pass a physical examination made by a qualified medical examiner, approved by the union. The examination must show mental and physical fitness and adaptability to the trade.

Section 21. Term of Apprenticeship—The term of apprenticeship shall be six years. Provided, that upon request of the foreman and the union, and with the consent of the ITU Bureau of Education, the committee may upgrade an apprentice who has shown the ability to advance in excess of the time and work schedules prescribed herein.

Section 22. Probationary Period—The first year of the apprenticeship shall be a probationary period. During the probationary period, an apprenticeship may be annulled by either the apprentice or the union notifying the other. After the probationary period, the union may cancel an apprenticeship for adequate cause.

Section 23. Beginning with the second year, apprentices shall be enrolled in and complete the ITU course of lessons in printing before being admitted as journeyman members of the union. Beginning with the first year, apprentices shall purchase and study the ITU Lessons in Unionism.

Section 24. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work. Arrangements must be made to have apprentices during the final year instructed on any and all typesetting and typecasting devices in use in the office where they are employed.

Section 25. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 26. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 27. No apprentice shall work overtime in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section 19. At no time shall any apprentice have charge of a department or class of work.

Section 28. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show that they are entitled to the increased wage scale provided herein.

Section 29. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committe on apprentices. These reports must show if the conditions pertaining to apprentices are being fulfilled; whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such facts must be set forth in the report.

Section 30. The local union has the right to refuse to register apprentices working in any office which does not have the necessary equipment to afford instruction being given in the different branches of work.

Section 31. No apprentice shall have one office and enter the services of another office without the written consent of the president of the union.

MISCELLANEOUS

Section 32. Members working before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must receive the overtime rate, which shall be not less than price and one-half based on the hourly wage paid.

Section 33. No member shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any member is required to work on a regular off day or off night, or a sixth or seventh shift in any financial week, he shall receive overtime for such work.

Section 34. A lunch period of at least thirty minutes and

not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

Section 35. In no case shall a member receive pay for less than a full shift except when discharged for cause or excused at his own request.

Section 36. The union prescribes no obligation or duty for, or on behalf of, its members to work on any particular product not wholly produced in the shop in which they work. The union hereby reserves to each member the right to exercise any legal prerogative he may have to act individually in the quitting of his employment or to work only when he considers himself able to do so. The union accepts no obligation as regards the number of men needed to do the volume of work required by the office. It shall be the duty of union members to produce as original matter, and to the same effect and standards, all matter inserted in the paper meeting the following description:

Any advertisement originally set within the jurisdiction of aforesaid union; any advertisement, wherever set, advertising the business of any concern that is in the local field.

The foreman of the composing room shall make such matter available to be produced within ..... days.

The union considers it an unfair labor practice for an office to deprive union members of work by requiring or permitting advertisers to supply mats or plates of local advertising. Union members are not required to be a party to such practices.

Section 37. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of members, or their rights under International Typographical Union laws. A discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Section 38. When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the member or members last employed either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force the members displaced through such cause shall

be reinstated in reverse order in which they were discharged before others may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Members considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

Section 39. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. The discharged member or the foreman may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either to the Executive Council of the International Union and a convention as provided by I. T. U. laws.

Section 40. The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

Section 41. Sanitary Regulations. The office must be a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of members.

Section 42. A superannuated member may be permitted to work at a rate of not less than.....of the regular scale of wages provided for journeymen; provided, that not more than one superannuated member shall be employed in any office at any one time, and no superannuated member shall be allowed to work in any office where there are no other journeymen members employed.

Section 43. Learners on machines shall be journeymen or apprentices in the final year of their apprenticeship.

Section 44. Members called back after having left the office shall receive $.....for such callback and overtime rates for all time worked.

Section 45. Members may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

Section 46. Holidays.

Section 47. Vacations.

Section 48. Sick Benefits.

Section 49. Severance Pay.

Where the words "journeymen," "apprentices," "foremen," "learners," "machinists," "members," "extras" or "substitutes" is used herein they shall refer only to and be applicable only to members of International Typographical Union and of.....Union No. .....

Where the word "office" is used herein it shall refer to the establishment where members of the aforesaid union work.

Members will work only under direction and supervision of a foreman of the composing room who is a member and who, as foreman, shall have full and complete control over the hiring and discharge of members doing any work in said composing room.

The composing room shall be operated under the laws of the International Typographical Union and of..... .....Union No.....

In Witness Whereof, We have hereunto set our hands and seals this.....day of.....19....

.....Union No.....

....

President Secretary-Treasurer

The above is in compliance with the laws of the International Typographical Union.

.....

President International Typographical Union

Date....., 194....

[All proposed "Conditions of Employment" must be submitted in TRIPLICATE to the President of the I. T. U. for approval as conforming to I. T. U. laws BEFORE any attempt is made to enforce or place them in effect locally. This applies to any alteration, amendment, or extension of the conditions of employment herein enunciated. Such approval does not in any way affect the responsibilities of the local union under the requirements of Article XIX, I. T. U. By-Laws.]

GENERAL COUNSEL'S EXHIBIT 7-K

(Excerpts from Eighty-Ninth Session of the International Typographical Union.)

It is a real pleasure to me, as a representative of the three Cleveland newspaper publishers, to welcome to Cleveland this convention, the delegates and its friends. It is a pleasure because according to my information this is the oldest union in the United States. According to my information and experience, it is the most democratic union in the world.

It is, I believe, that if they didn't invent it, at least they have contributed the most to the development of our American system of collective bargaining and settlement of differences. I am especially glad to be here to welcome you, because, as Jimmy O'Malley has suggested, a fine friendly relationship exists between the publishers, whom I represent, and Number 53 and Number 12 here in Cleveland.

Your officers, local officers, Jack Parker, Mike English, Cliff Hilpert, Lefty Adams, John Gaspar, Austin O'Malley; and some of their stalwarts who are here in this room today, are tough, hard bargainers. But I have found that while they are tough, hard bargainers, they are honest and decent, straight-forward. While I sit on the opposite side of the table with them on nearly all occasions, I assure you there is a feeling of friendship and certainly mutual respect between us.

Now, I sincerely hope that your deliberations here during the coming six or seven days will be pleasant. Cleveland, you know, has the finest weather in the world. It is always fair and warmer, and when it isn't, raining and hotter.

But I do hope you will have nice weather, because you have an important job ahead of you in which I have an interest. Your problems, I am quite sure, are my problems, the problems of those employers whom I represent.

I hope that your deliberations here and their results will contribute further to the cause of true collective bargaining, and, more important, and most important, will make a further contribution for which this union is famous to the cause of industrial peace in the printing industry.

Mr. O'Malley then introduced Rev. A. D. Fiers, who delivered the benediction in these words:

Let us pray, Almighty God, who doth look down upon thy children with concern and love, we thank thee that thou hast expressed that love in the gift of thy Son, Jesus Christ, the strong and sturdy workman of Nazareth. We pray that in these days of deliberation here that thou would bless those who have assembled, guide them as they seek to determine policies for their union, for all that they represent; help them to find the way to true idealism, which is the very foundation of our country and of its democratic way of life.

Help them, O God, to uphold those standards of righteousness and justice which will make for peace and good will among all men and which will enable our country to give leadership to the nations of the world in this critical hour.

And now, unto Him who is able to supply all things abundantly, above all we may ask or think, according to the power that worketh in us, use all power and dominion, majesty and glory, both now and forever more. Amen.

Mr. O'Malley urged the delegates to scan the official program so that all might take advantage of all special features and entertainment.

In introducing President Randolph, Mr. O'Malley said:

Now, that is the conclusion of the local program and the very important mission of turning over the gavel to our International President is now at hand. I am very glad to show this little white gavel, and I hope when we get through with it, it spells a lot of success, not only to the Typographical Union but to the labor movement throughout the United States and Canada.

We have the talent here to show the labor movement throughout the United States and Canada what we can do, and I hope you fellows keep your coats off all week and pitch in and do a wonderful job, because I know there was never anybody in the world more qualified to do a job of this kind better than a union printer; although I am far from a saint or a preacher, to this convention—for success.

And now I turn this gavel over to Mr. Woodruff Randolph, President of the International Typographical Union.

President Randolph responded to Mr. O'Malley and addressed the convention as follows:

Chairman O'Malley, President Parker, of Cleveland Typographical Union No. 53, honored guests, friends, members of the International Typographical Union, ladies and gentlemen: On behalf of the International Typographical Union I desire to express the thanks and appreciation of our international body to Cleveland Typographical Union No. 53 for its invitation to come to this great city to hold its Eighty-ninth session; for the wonderful way in which they have carried out the duties of host, the entertainment they have arranged for us, and for the expression of cooperation they have extended to the International officers.

To Reverend McCue and Reverend Fiers we extend our thanks and appreciation for the grace and spiritual inspiration that they have given us. We thank the Mayor for his welcome. We believe that as Mayor of Cleveland he is in accord with our aims and our ambitions; that he is a man who truly spoke his sentiments when he talked to you here this morning.

We thank the representative of the Cleveland Newspaper Publishers' Association for his kind words to us this morning, for his welcome to this city. We have special regard for Tom Lenehan who addressed this convention on behalf of the Cleveland Federation of Labor. Over the long years I have known him I have always found him to be a great friend of the printers and as an official of the Federation always willing and ready to help.

We are meeting here for the Eighty-ninth session of the International Typographical Union. Since 1852, through every circumstance, political and economic, we have continued as a constructive organization, solving our problems, obeying the laws of our great country; through wars and depressions. Notwithstanding all of those things that disturbed our economic welfare, we have proceeded on an even course, we have evolved a set of laws that have become the operating mechanism of a union shop; we have proved that in making those laws we have served the industry by providing an even, regular, safe and reasonable set of shop rules and conditions. If there is in this world any organization that has illustrated what is meant by industrial democracy, that organization is the International Typographical Union. Of the thousands

of employers throughout the United States and Canada, there is no leadership, there is no cohesion that would permit agreement if they wanted to on such a set of standard rules and regulations. They have never tried. They have been content with the fact that the regulations of the union shop as worked out by delegates of the International Typographical Union in convention assembled, or by referendum vote, have been fair, workable, honorable conditions.

We have arrived at the point where, in spite of the nearly 100 years of successful operation, there have been outsiders, so to speak, in this industry—the National Association of Manufacturers, the United States Chamber of Commerce, and those legislators who follow their leadership blindly, who have seen fit, at least in the printing industry, to try to show the employers and the workers alike, that they know better how to run our business than we do. We doubt that. We not only doubt that, but we resent the impudence of their acts.

I spent some time in Washington while the machine of reaction was grinding out so-called legislation, and talked with Senators and some Representatives. Your Executive Council presented proof that those who criticised us were wrong. But it meant nothing. There were several professional critics there who tried to show our laws were oppressive legislation. We had shown they were completely wrong, but we might just as well not have gone there so far as any results of our efforts were concerned.

There was a congress of senators and representatives working under the lash of party politics, a whip administered by the leaders of the Republican party and the reactionaries of the Democratic party—a lash all through Congress.

I sat for a couple of hours in the House of Representatives and was rather stunned at what I saw. The only efficient individual in that session was the reading clerk. So far as anything intelligent is concerned, I will take any local union of the I.T.U., no matter how small or how large, any time.

A small minority of the body struggling to get the floor to say a few words in opposition to the steamroller of reaction.

On a very important bill I noted that they doled out two hours of time to each side, and each representative

that wanted to speak was limited to five minutes. And you might think he could talk for five minutes. But no; he couldn't talk half a minute but what there would be three or four lined up asking him to yield. Out of his five minutes he would have to answer the heckling questions as they came up. When his five minutes were up, he would ask for a couple of minutes more because he had yielded most of the time. They would give him one or two minutes more so that he could say a little something.

I sat in the Senate of the United States, and from where I sat in the balcony—and over half of the Senate seats were exposed to my view—I counted seven Senators. Senator Morse of Oregon was talking and trying hard to talk sense to the seven Senators. If there were seven more under the rest of the balcony I couldn't see them.

Those of you who have never watched our Congress work will get a surprise if you ever do down there. On labor matters you would be surprised at the lack of knowing what goes on or that any member cares what the other members may have to say on legislation.

Pressure methods used by labor have been polite requests compared with the pressure methods when they are really put on by the big business interests of this country. They have the National Manufacturers Association and United States Chamber of Commerce, all down through the various locals, and the Rotary Clubs, the Kiwanis Clubs, the Lions Clubs, and other business organizations that they can put pressure on—all under the lash of big business. What a show they put on, what a complete and successful exhibition of power, blind, ruthless, reactionary power.

Their technique was very good. They put the Hartley bill through the House, the bill that could cause outright, open rebellion in any free country. And then, with beautiful words, by inference, legal decisions, and what not, they produced (by the work of corporation lawyers in the pay of big corporations) a bill introduced in the Senate. While the critics were criticizing the Hartley bill because it was the worst bill, they tried to represent the other bill as constructive. Then in a conference between the House and the Senate they practically wiped out the Hartley bill and the Senate bill was passed.

Good technique. They forced their voters in line at the last minute and gave one of the most disgraceful exhibitions a free country has ever had.

Mr. Padway, the General Counsel of the A. F. of L., called into conference some seventy-five or eighty lawyers that had represented labor unions, a number of men who served the National Labor Relations Board—men that knew the ramifications of the board, and the court decisions. They sat for a couple of days trading ideas and opinions about it. I was privileged to sit with them. The General Counsel of the I.T.U. was there, and the law certainly had a going over. The general concensus of opinion was that any labor union that could possibly avoid using it should avoid it.

Since that time the Executive Council of the I. T.U. has had most of its waking hours devoted to sifting out those portions of the bill affecting us and issued information from time to time as fast as we could, feeling that whatever we issued we wanted to be one hundred per cent correct.

You now see just what they set out to do to us. They have set out to break open our closed shops. That means they have set out to destroy our unions. They have set out to make you work with non-union men any time the employer hires them. They have set out with the Taft-Hartley bill to force non-union men in union shops. They have set out to force a NLRB determination of what jurisdiction your union shall exercise. They have set out to force you to work on non-union products. They don't force an employer to deal with the products of his competitor, but the non-union man, in a non-union shop, helping undercut us and our employer, is to have special privilege under the law. His product is supposed to be available to our employer if he wants to buy it, and we have to handle it if we have a contract. Special privilege is accorded to the non-union person and anti-social individual who does not belong to any union as long as he can get the advantages of wages, hours and conditions established by union labor in addition to the smile of the employer. Under the law he has special privileges. An employer may not refuse to hire him because he is non-union, but the employer can refuse to hire him because he is too old or too young, belongs to the wrong religion, lodge, race, creed, or even refuse to hire him

for no reason at all. If the employer sees fit to hire him, he may not, under penalty of the law fire him on insistence of the union.

To my mind the employer doesn't have to put himself in the position where the proof of such discrimination is apparent. He doesn't have to hand out applications upon which such questions may be asked and answered. A union man seeking work in the union composing room knows how to get it. He doesn't go to the office. He doesn't go to the employer. He goes to the chairman to deposit his card and he goes to work in the union way.

Our method is so firmly entrenched that any employer in the printing industry that undertakes to put a non-union man in the composing room has by that every act, demonstrated that it is his desire to break the union. Any employer in the printing industry that undertakes to put you in a position where you will have to refuse to handle an unfair product is, by that very act, proving that he is your enemy. Any employer that denies to you the jurisdiction that the International Typographical Union has always exercised, (complete jurisdiction over composing room equipment) any employer who goes to the National Labor Relations Board to try to force you to accept its decision is by that very act proving that he is trying to break your union.

Now, what are we to do about that? We know that our employers generally have not analyzed that law and they don't know all of its ramifications. We know that the secretary of the A. N. P. A. and the secretary of the Graphic Arts Association have sent out certain advice to those who are members of those associations. That advice is the same kind of advice that has always been given by such offices. It is the only advice that is safe for a secretary of that kind of an organization. He simply says "No" to everything that the union wants. Whatever the union proposes, the advice is "No". That makes it perfectly safe for the secretary.

We had a request from the Special Standing Committee of the American Newspaper Publishers Association a couple of years ago to have a conference to see what we could work out that would be of benefit to both organizations. We had such a conference lasting three days on a matter of I. T. U. law. It was fruitless. The committee

proved to us that they had no power even to make recommendations. So nothing came of it. We said, "When you get more power so that you have the right to make recommendations to your side, we will be glad to sit down with you and see if we can join in recommendations that will help the industry." We have information that has been published in the bulletins of the A. N. P. A. that gives eloquent proof that the deal is the same old deal, that no matter what it is that the Typographical Union is for, the advice is against it.

I hope that some time the newspaper publishers of this nation will have a committee to contact labor unions that has the respect and confidence of the Publishers Association; that can sit down and make recommendations. The matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible.

In my estimation we are now in as critical a position, as we have ever been in the history of the I. T. U. All of the means of publicity are out of our hands and in the hands of those who, if they choose to fight us, are our enemies. Things can be said to prejudice the public against us. Much has been said to prejudice the public against the labor movement generally during these last several years. The passage of anti-labor legislation all over the nation and in the national capitol is due to the groundwork that was laid by the publicity campaigns constantly hammering the organized labor movement of this country. It can be accentuated and probably will be in some places, but we do want our employers to know that we are embarking upon no new endeavors of conquest against them or their business. We only want to do what we have always done for nearly a hundred years, and I can assure them that we will do only what comes naturally. It is natural for a union man not to work with a non-union man; it comes natural to him to insist upon maintaining those jobs upon which his living depends; it is natural for him to refuse to work upon non-union products.

Under the new laws, members of the International Typographical Union will demonstrate, either individually or collectively, that they can think faster than the legislators. In that battle, if it develops, the employer will be the one is most hurt. We don't like that. We believe that if it had been possible for our employers to dictate the

terms of collective bargaining there would have been nothing like the Taft-Hartley bill. We have been successful; we want to keep on being successful, but because the Taft-Hartley bill has given them weapons for use against us is no reason why they should try to use them. If we choose, as free Americans, even under the Taft-Hartley law, not to make collective-bargaining agreements with them, we have that legal right. We have the right to choose not to make contracts, and if we don't make them we are free to do a lot of things that we are not free to do if we make them. If we have a contract and the employer starts to take away some of the work you have been doing and you insist on his giving that work to you, the employer can put up a squawk to the National Labor Relations Board. It can issue a cease and desist order to you or go into court without a hearing and get an injunction against you.

You might think there would be a procedure whereby if you have a squawk against the employer, you might have it taken care of on a parity with the employer. That is not the situation. The National Manufacturers Association took care of that. The employers have some particularly defined priority rights in the situation. The NLRB can use the courts to restrain you from illegal practices or illegal strikes. Well, if you are striking because of what is called an unfair labor practice, what judge is going to fail to restrain you from striking.

I say again that we have the right—the legal right, not to make contracts under those circumstances.

During this hectic two-months' time the question has been repeatedly before our minds as to whether or not it would be advantageous to extend the closed-shop feature for a little while, up to August next year. Realizing that many unions might want to do so, and to protect our unions in case they did extend such contract, we got out a form that we call Form A. Immediately the publishers' representatives said, "Don't use it." So the employers won't use it generally. But that form simply provides that either party can cancel it on sixty days' notice. There is nothing unfair about that.

We provided that if there is controversy over a matter of jurisdiction, the employer would have to take the union's decision on jurilsdiction and, in the meantime he wouldn't appeal to the NLRB to determine the ques-

tion. But we gave him an out, if he didn't like our decision he could cancel the contract in ten days' time. We provided that if there was any controversy that would have to be settled by the Joint Standing Committee, any damages that might be assessed would be limited to twenty-five dollars except in the case of wages. That is practically what has always been going on in the printing industry. There have not been any suits for damages. We provided that no union man could be required to cross a picket line established by another union of the International Typographical Union.

I say again that we have assured the individual employers that by the use of that form "A" we are not trying to take advantage of them. We are only trying to prevent them from taking advantage of us.

If it is possible for our employers to join with us (and thereby prove their sincerity) in approaching Congress in an effort to amend that damnable law so that we can do what we have always done, we would be glad to join with them. We say to them with the same degree of certainty that if they do not join us in getting it amended, we know where their heart lies.

There have been economic struggles in this industry that have cost members of the International Typographical Union millions of dollars. We paid as high as ten per cent of our earnings to finance members on strike—on a nation-wide strike from 1921 to 1924. Members in 1905, 1906 and 1907 paid five per cent of their earnings for the eight-hour strike. In the past year, not quite a year, we paid half of one per cent of our earnings to finance members that have been fighting the battle for a closed shop and union laws in Canada and the United States. Those members who have been fighting continuously for a year or more, have been fighting your fight. The fact that members of the International Typographical Union will stay out fighting that long and keep hurting an unfair employer so long, has undoubtedly had a deterring effect upon other employers who might have had like ambitions.

The record in the past year or so of those unions that have been fighting for standard union conditions is a splendid record. Those unions that were actually involved a couple of years ago in a fight for the continuance of our union laws as a rule of the industry, made splendid

record. These events only follow the previous attempts on the part of the A. N. P. A. to do the same job on the I. T. U. It was tried in 1921 and 1922, when we were involved in the big commercial-field strike. They refused to renew the arbitration agreement because it recognized our union laws. We didn't worry about it.

In 1944 or 1945 when they attempted to bring chaos into the industry by trying to bargain as to our laws, we had to demonstrate that they couldn't do it. Publisher representatives tried to use some unfair weapons at that time too. They tried to question our patriotism because we refused to accept the dictates of the War Labor Board on shop conditions.

So the past history is not too clear as to the love and friendship of our employers on basic issues. We hope they can be cleared up at this time, and if the A. N. P. A. as an official body is not properly representing the individual publishers throughout the nation, we are going to give those individual publishers an opportunity to join with us in getting the Taft-Hartley law amended.

They talk about some representatives of labor unions not representing the workers properly. We will see how well the representatives of the Publishers Association represent the publishers, and when it is over we will have a pretty good idea of those who are our friends and those who would like to take advantage of us.

These are critical days. No organization wants to engage in any nationwide trouble; no organization wants even to engage in individual strikes unless it is necessary. We have tried to follow that rule but insisted upon bringing our wages in line with inflationary trends, with some success. Even the best of us have not attained that degree of purchasing power that will make up the increase in the cost of living including twenty per cent of our earnings deducted for taxes. The best of us have not make up for that. We have only tried, within the ability of our employer, acting as a collector of revenue from the industry, to get a fair break. But the N. A. M. believes that now is the time to crack union labor, now is the time to set them back on their heels; now is the time to establish that degree of fascism that will be possible under our leaws.

A labor union, under the Labor Relations act, must have all of its officers sign an affidavit that they do not

belong to the Communist party. Well, that is a lot easier than if the law would have required the employers to sign an affidavit that they did not believe in fascism.

But we can file the affidavits, and, so far as the laws and finances of our organization are concerned, we only have to file a copy of our Typographical Journal and our law book. Any local union that wants to get its head in the trap called the Labor Board at this time had better think twice. We will file the affidavits for any union that insists on going there. We can't help them much after they do. Just consider for a moment what would be the effect of a Labor Relations Board decision on jurisdiction. Once they have decided it, it is the law. They you can also be striking against the law and striking against the Government.

We want just as little interference by the Government in our business as the employers do. They want none; never did want any. But now they have been handed some nice sharp weapons to use against us, if they want to use them.

It is going to be a great test of integrity on their part. But one thing we do know: we are only trying to do what we have always done, and I think we can put up a pretty good battle to prove that we can do it.

I think you.

* * *

PROPOSITION No. 67

Committee on Laws

Amend Section 43, Article IV, By-Laws, "Charges, Trials and Appeals", by striking out word in brackets and inserting word in bold face, as follows:

(Italics substituted for bold face)

Sec. 43. Any subordinate union, member, or members refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member or members refusing to accept and observe decision of a convention upon a matter that has been appealed shall be subject to summary [suspension] *expulsion* by the Executive Council.

Referred to Committee on Laws.

PROPOSITION No. 68

Committee on Laws

Amend Section 17, Article IV, By-Laws, "Charges, Trials and Appeals", by inserting the words in bold face, as follows:

(Italics substituted for bold face)

Sec. 17. A member charged with deliberate ratting may be summarily expelled *by the Executive Council in cases where the International Union is conducting a strike or organizational campaign* without citing him to appear for trial *or a subordinate union may expel a member for deliberate ratting without citing him to appear for trial* if the report of the investigating committee is supported by three-fourths vote of members present and voting. A local union may expel any member of the International Typographical Union found guilty of ratting within its jurisdiction. Notice of such expulsion must be forwarded to the local union with which the expelled member was affiliated and to the Secretary-Treasurer of the International Union.

Referred to Committee on Laws.

PROPOSITION No. 69

By Committee on Laws

Delete Section 7, Article XVI, By-Laws, and renumber succeeding sections.

[Sec. 7. Mailer applicants for membership shall make application through the nearest mailer's local union.]

Referred to Committee on Laws.

* * *

The following delegate asked to be recorded as voting against the report of the committee: Murphy (Newport News).

The following delegate asked to be recorded as voting for the report of the committee: Stiewe (Detroit).

PROPOSITION No. 67

Committee reports favorably with the following comment: This proposed change provides a more effective means of enforcing the decisions and actions of the Executive Council.

Delegate Fahey (New York) said:

Again I have to differ with the Laws Committee. What is the reason that the labor unions of this country, or one of the reasons that the labor unions of this country are being plagued with the Taft-Hartley Act?

One of the reasons has been the summary expulsion, the summary dismissal of union men, the actions of certain trades unions in this country. Are we going to follow in the steps of those unions that throw a man out without a hearing, without a trial? Are we going to start that sort of business in our union?

For close to 37 years I have held a card in the International Typographical Union—the same card—and always believed that we represented the best in unionism. I never had to hang my head in shame because of any actions of our union at any time. This is one I can't go for. We have had an orderly procedure in the past and have had no trouble with that orderly procedure. The orderly procedure brought your proposition through the local and from the local on appeal to the I.T.U. Executive Council. From the I. T. U. Executive Council you went to the convention. We have never found fault with any man who wanted to go beyond the convention if he thought he had a legal case. We have said to any member of our union that he must exhaust all of his union resources before he goes outside of our union.

Suspension is a sufficient enough penalty to make that man pay if we believe that he is doing something injurious to our union; and during that period of suspension he can right himself or correct the evil one way or the other. I think that this proposition coming from the Laws Committee will eventually involve our I. T. U. in a series of law suits brought by individual members, and we will never get our head out of that condition. And I say to you, that of all times, this time and this day of the Taft-Hartley Act, is a bad time to do this kind of legislation.

Chairman Stack of Committee on Laws termed Delegate Fahey's remarks as a group of red herrings.

Delegate Highfield (Akron) pointed out that there is considerable difference between a member being suspended or expelled, emphasizing that a suspnded member could appeal but an expelled member not. Expressed surprise that the Laws Committee would concoct such a proposition. Urged defeat of the committee's report.

Delegate Wolters (Oakland) supported the report of the Laws Committee and pointed out the proposition wasn't taking any rights from members, but only provides that when a member has exhausted his rights and refused to abide by the final decision and said if a member takes such an attitude he should be expelled.

Delegate Vandelac (St. Paul) thought Committee on Laws should be reversed.

Delegate Miller (Miami) supported report of the committee.

Delegate Lane (Louisville) cited experience in his home jurisdiction and favored the proposition.

President Randolph said:

There seems to be some misunderstanding in the application of Proposition Number 67. The section as amended would be, "Any subordinate union, member, or members refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member or members refusing to accept and observe the decision of a convention upon a matter that has been appealed shall be subject to summary expulsion by the Executive Council."

It is just a plain simple question of whether an individual member shall have his way about a thing or whether he will comply with the decision of the Executive Council that you have elected and charged with the duty of making decisions and enforcing them. It does not change the laws of the union regarding charges and trials. It does not change the law which provides that even the local union may not suspend or expel until that decision has been approved by the Executive Council.

Our laws have always provided that the decisions of the Executive Council must stand and be complied with pending appeal to the convention, and whether the man is suspended or expelled, the practical effect on him would be the same.

I suggested to the Laws Committee that the change be made, not because we had to suspend anyone or wanted to expel anyone who refused to accept the decision of the Executive Council. We haven't had any such trouble. So why did I make the suggestion? Section 15 of the same article on page 27 of your law book provides: "Upon conviction for a first offense the maximum fine shall not

exceed $50. Where suspension is provided as a penalty against a convicted member the period must be fixed and no right shall be affected other than that he shall not work at the printing trade during the period of suspension. Priority standing and benefits of continuous membership shall be retained by payment of dues and assessments as not at the trade. He shall be reinstated automatically at the end of the period of suspension without payment of any fee except that he shall pay any fine that may have been fixed as a part of the penalty at time of conviction."

At a previous convention I also had suggested that very language to make the penalties and enforcement clear. I suggested that protection for a member who might have become suspended for doing something that his local union and the Executive Council thought was wrong.

Obviously, after the Executive Council has passed on an appeal from a local union, a different situation is presented. The law specifically compels a member to abide by that decision pending appeal, and this convention has full rights in matters of appeals.

The suggestion at this time to change the word "suspension" to "expulsion" was done so that the particular provisions of Section 15 would not muddy up a case that involves pure rebellion against the laws you have made.

You have made the laws compelling a member to abide by the decision of the Executive Council pending appeal. Any member who thinks that he is bigger than you are ought to be expelled until you in convention assembled say someone made a mistake.

The only force that we can exercise as members of the Council is the force you prescribe in the laws; and if you make the laws so that the Executive Council decision must be complied with pending appeal, then there should be a clear, definite and decisive action against the man who refuses to comply with that decision; not because the Executive Council made it, but because you made the law, that such a decision must be complied with.

Now, I can't quite follow the reasoning of the delegate who thinks that because some unions have been expelling members without cause or with flimsy cause, that it would be dangerous to enforce our own laws. There are several other sections in the book that provide for summary expulsion by the Executive Council for doing

certain things. It is nothing new. There are three or four other provisions whereby the Executive Council can expel men, whereby charters can be removed and unions and members fined for not obeying the decision of the Executive Council pending appeal. This is only one more.

But if, under the circumstances that we may assume will develop under the Taft-Hartley Law, and need for a particular law arises, there will be just such a law.

What force would the Executive Council have if a man could deliberately violate a decision and get away with it, and all the while he is getting away with it he can do anything he likes; work at any other trade, maintain all of his priority rights and everything else; carry on open opposition in violation of the laws.

I think that the law should be changed, not that I expect ever to use it. I think the members of the International Typographical Union are so loyal to the organization this law will not be used. But if we find such a member, then the time will arrive when we ought to have the power, rather than let him do as he likes; and because of the complications of Section 15, he might have more reason to go into court than otherwise.

It is a simple question: Shall a man be compelled to obey your laws pending appeal? I say he should be compelled to do it. And if he doesn't do it, he should be thrown out. He still can appeal. There is nothing complicated about it, but I believe it can be complicated by the application of the present law with Section 15, which I read to you. It is nothing to have any "tear-jerking" about. Nobody is going to get hurt unless they are a hundred per cent wrong. If they are a hundred percent wrong, they have got to be made to do the right thing or else.

Delegate Power (New York) stated it is reasonable to assume we must have power to enforce our laws, but requested clarification from Committee on Laws before he voted.

Delegate Stiewe (Detroit) rose in support of the report of the Committee on Laws and urged delegates to support report.

Delegate Burns (Detroit Mailers) urged delegates to support the report of the committee and cited possible necessity of such.

Delegate Bolger (Philadelphia) moved the previous question.

The motion was adopted.

The report of the committee on Proposition No. 67 was adopted.

The following delegates asked to be recorded as voting against the report of the committee: Fahey, Christ (New York), Hays (Detroit), Holland (Los Angeles).

* * *

PROPOSITION NO. 105

By Delegates Fahey and Christ
(New York)

Amend Section 14, Article IX, Constitution, "Revenue and Funds", by striking out the words in brackets and inserting those in bold face, as follows:

(Italics substituted for bold face.)

Sec. 14. There shall be a defense fund maintained at a minimum of [$500,000] *$1,000,000.* A one-half of one per cent assessment shall be levied on total earnings of all active members (except sick and incapacitated members and pensioners) to establish the fund and shall be in effect for three months after the fund reaches [$500,000] *$1,000,000.* When the balance in the fund falls below [$500,000] *$1,000,000* the assessment shall again be levied for three months. This fund shall be used for defense purposes [.], *and no salaries or expenses of duly elected officers of the I. T. U. or duly appointed representatives of the I. T. U. shall be paid therefrom; nor shall any salary or expenses of a special representative of the I. T .U. be paid therefrom unless said special representative be appointed for the sole purpose of, and devote his entire time to, the conduct of a strike which has been called prior to his appointment.*

Referred to Committee on Laws.

PROPOSITION NO. 106

By Delegate McMillin
(Dayton)

Whereas, During recent years the acts of organized labor have been presented by various mediums in an unfavorable manner to the public; and

Whereas, Labor has to a great extent permitted this condition to exist and has failed to develop opportunities

to further its cause by disseminating corrective and constructive information; and

Whereas, An informed public, sympathetic to the aims of unionism, is necessary to the furtherance of those aims; therefore, be it

Resolved, That subordinate unions of the International Typographical Union, through their officers, label committees, allied councils, and any other available means, use the forum columns of the newspapers, select speakers to appear before clubs, church groups, school organizations, farm bodies, etc., and use whatever other opportunity presents itself to bring about a better understanding of, and more favorable attitude toward, the I. T. U. and the entire labor movement.

Referred to Committee on Apprentices and Supplemental Education.

PROPOSITION NO. 107

By Committee on Laws

Amend Section 2, Article III, General Laws, "Contracts", by inserting words in bold face, as follows:

(Italics substituted for bold face.)

Sec. 2. No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with International law *and policy* and approved *as such* by the International President. No member holding active membership in any local union shall sign an individual or private contract with any employer, agreeing to work for any stated length of time, wages or conditions. The union alone has the power to contract for conditions, wages and hours.

Referred to Committee on Laws.

PROPOSITION NO. 108

By Delegates Max Burns and Jack Patton
(Detroit M-40)

Amend Section 1, Article III, By-Laws, "Chapels", by striking out the words in brackets and inserting the word in bold face, as follows:

(Italics substituted for bold face.)

Section 1. It shall not be unlawful for chapels by majority vote to adopt a rule providing for fining a member of the chapel for non-attendance at chapel meetings when present in the [composing room] *office* during the time said chapel meetings were being held.

Referred to Committee on Laws.

* * *

FINAL REPORT OF COMMITTEE ON COLLECTIVE BARGAINING POLICY

To the Officers and Members of the International Typographical Union:

Gentlemen: Your Committee respectfully presents the following for your consideration:

Committee reports favorably with the following comment: The Committee has considered the reports of the officers bearing on this subject and given close attention to the analysis of the Labor Management Relations Act as presented to this Convention by Attorney Robert Wilson of the legal staff of the American Federation of Labor. We have given consideration to the practices followed by the Executive Council and local unions in the issuance of "Conditions of Employment" in states where the closed shop has been banned by state laws.

It is the conclusion of the Committee that the above stated collective bargaining policy of the I. T. U. will permit our maintaining our basic rights and prerogatives under any state or federal law that has been adopted or may be adopted.

It is the conviction of the committee that the application of the above stated collective bargaining policy of the I. T. U. will be the most effective means of preserving the basic and fundamental right to strike.

The Committee believes, that if employers are willing to cooperate with the International Typographical Union the application of the above stated policy, no widespread trouble need occur.

President Randolph said:

Action comes on the favorable report of the committee. Is there discussion?

Delegate Shores (St. Louis): In view of the importance of this proposition, I would like to request the Secretary to print the remarks of all the delegates in full.

Mr. President, in this convention on occasion I find myself amongst the opposition. I believe that in a democratic organization such as ours, which we say is one of the most democratic organizations in the world, we should have men to take the opposition, as a check on the administration at all times, not that I believe in obstructionism, but I think on a policy such as this, or a proposition such as this, probably the most important one we have ever considered, that we should lay aside any personal differences we have and arrive at a conclusion that we believe to be for the best interests of this union.

Now, there is one question I would like to ask the President so that I can vote on this and discuss it intelligently. This is the question: Has he consulted the general counsel or any counsel of the American Federation of Labor, regarding this proposal? What is their opinion of it, legally speaking? I mean, where does it place the union? Do you care to answer that for me, Mr. President?

President Randolph: Gladly. I stated on the first day of the convention that I attended a meeting of some 75 or 80 lawyers representing various international unions and lawyers who had specialized in labor law. The conference was called by Attorney Padway, General Counsel of the A. F. of L. I stated that I presented to that body the basic fundamentals of this proposition and I think without exception they stated that in their opinion it was legal. We have also had the general counsel of the I. T. U. examine it every step of the way.

Does that answer your question?

Delegate Shores: It does. Well, in view of that advice I hesitate to criticize, but like other members of the union I have attended labor schools and I have studied something of the law on contracts, and I do know that if any so-called Conditions of Employment enter the courts, we may find that our courts will rule that we have a contract, even if we feel we do not, because those precedents have been established for I should say a thousand years, and they are particularly standardized.

There are such things as implied contracts and quasi contracts, and you will find that even if you don't make a contract, the courts will make one for you.

So there is just a little fear on my part that if we post, for example, Conditions of Employment and the employer, not by word but by act, accepts those Conditions of Em-

ployment and the matter goes into the courts at one time or another, we may find that we have a contract, and if those Conditions of Employment violate the Taft-Hartley bill, we would be subject to a suit, and damages can be recovered.

I am quite sure that any of you gentlemen who may have attended those schools, will recall the lectures on the subject, particularly on implied contracts and unilateral contracts. If you will consult any good textbook on the subject you will find that under unilateral contracts it says that in order to reach a contract the other party must by an act indicate his acceptance.

Now, as I have stated, I hesitate to put what limited knowledge I may have acquired in a few weeks or a few months of the law against an array of counsel of the A. F. of L., but it seems to me, in my simple way, there is a danger point that we should consider before we adopt this proposition.

Delegate Griffey (Little Rock): I too, like the previous speaker, am a student of Blackstone. I should like to say to my fellow delegates today that Little Rock has been in the vanguard in the installation of Conditions of Employment because of the Arkansas law which said that the Typographical Union, among others, could not enjoy the closed-shop section of our agreement with our publishers.

Whether we have a contract or not, the publisher can always find trouble if he is looking for it. If he is not looking for trouble, he won't find it. We are not looking for trouble. We will not run away from trouble. So the burden is upon the shoulders of our employers in this country as to whether we shall have trouble or not.

During our recent negotiations in Little Rock, attorneys were injected into the negotiations, and they advised us that the employer should not enter into a signed contract which incorporated the closed-shop law. They intimated they were ready for a showdown. That was all we were waiting to hear. We removed ourselves to the union hall in Little Rock, and after a careful and deliberate consideration of the question involved, we arrived at the salary and the "Conditions of Employment" that we thought we were entitled to in Little Rock.

Once that question had been decided, the "Conditions of Employment" were placed on the desk of every com-

mercial employer in the city of Little Rock, and they were told that they had until the end of the week to meet the condition set forth therein. That condition was salary.

They were looking for trouble. They found it. On Friday the money was not there, and on Monday the printers were not there, to a man.

In view of this situation, when the newspaper publishers were told that the only question we had to decide was whether we would sit down around the council table and in good faith negotiate the conditions outlined in our "Conditions of Employment", or if we should retire to our labor temple and put in our own conditions, they readily agreed that we should sit down and work them out on a friendly basis.

That I am happy to say is what we did on the newspaper side in Little Rock. The publisher was not looking for trouble, and he did not find it, and I am happy to say the relations between the Little Rock Typographical Union and the publishers of the two newspapers of Little Rock are on a very high plane.

We are operating a strict union composing room for union men and we are observing our general laws which make up the "Conditions of Employment."

I should like to commend the Council and the Special Committee on Policy for the courage which they have shown here today. They have said in effect that they know that members of the Typographical Union are solid union men; that they will refuse to work individually with any other than union members of the International Typographical Union.

Delegate Fahey (New York): I refer you to a resolution which you passed and of which I was the author. That resolution set forth the Century of Progress of the International Typographical Union, and its wonderful economic and humane accomplishments, and it stated that the Congress had put their knowledge of labor against our Century of Progress.

I want to tell every delegate here today that this is one issue on which there can be no party lines. We have no option here. We would be traitors to our union if we refused to support any proposition that had to do with combatting the Taft-Hartley Labor Act. I have had only one consideration since I came into this city. Has our president received the best advice possible? Is that ad-

vice workable? Can it be tendered to local unions throughout the jurisdiction showing them the framework within which they must labor to secure a contract, and at the same time to preserve for those local unions as much latitude as is possible without violating the act?

I am pleased to listen to Mr. Shores' masterful summation of his opinions. I am particularly pleased to hear from Mr. Griffey with whom I have served in other conventions and who has had some experience in these anti-closed shop states. All of this is wonderful information, and as I said to you in the outset of this discussion, we are prepared—or I am, and anybody who thinks as I do will be prepared—to give full support to the President in his fight against that act, and I hope we have the right plan and I hope he has the best advice obtainable.

Delegate Hays (Detroit): Being one of the authors of Proposition No. 134 which we withdrew yesterday, we—Mr. Combs and I—came here with that proposition with the thought that perhaps different localities would have different problems to work out on this. We do have in Detroit. But we are going to have to lay those things aside and fight this thing out on one common ground, and that is for the full benefit of every member of the International Typographical Union and all the subordinate unions. We decided that after hearing Mr. Wilson yesterday that the smart thing to do was to withdraw that proposition, and every local union support the International Typographical Union in this battle. It is going to be a hard one. We are going to have some tough fights, but I think we can win them if we stick together. We can't win them divided.

President Randolph: There are very few words that I need to say on this question in view of what I said on Saturday and the very complete report by the Committee. One of the main requisites for success of our plan of action is patience on the part of our officers and members, patience and more patience.

We have had various attempts on the part of employers' organizations to unite in a campaign for the purpose of changing our basic labor relations. Employers are more united now than ever before.

They may fear that because there are 15 million organized workers in the country that the country is in a bad way. There are those who want to return to the old

days when there was just a small nucleus of organized workers trying to speak for all who labor in this country.

The fact that the International Typographical Union is such an old organization with such well established principles and rights and prerogatives puts us in an unusual position with regard to the whole labor movement. We are looked to by many labor unions for leadership and advice. We are expected to be in the forefront of any movement having for its purpose the advancement of the interests of those who work and their protection.

In city labor bodies and state federations of labor, our members have always been secretaries and presidents, and they have always taken a very active part in guiding the destinies of the labor movement. Because we have these well established rights, because we have made such progress towards economic democracy, the Taft-Hartley Law hits us particularly hard.

Many international unions organized within the past few years who have depended upon the Wagner Act for protection against the employers' unlawful interference with their natural rights, will perhaps still use those portions of the Taft-Hartley Law which provide for at least designating a collective bargaining representative. What they get from then on is anybody's guess.

When the law was passed and the newspaper publicity indicated that Congress was aiming a blow at the United Mine Workers, I recall the comment of First Vice-President Taylor who said, "if they were aiming at John Lewis, they missed him and hit us right in the nose." That is a very good way of expressing it.

We have the choice of one of two courses. One, allowing our employers to use the weapons that Congress has given them to destroy our historic union conditions and our fundamental rights. The other choice is to oppose any such campaign.

If we take the second choice, we are bound to have a lot of controversy. We are likely to have various courts make decisions about our actions. We are likely to have what may be described as a very unsatisfactory, unsettled condition of mind for the average printer.

Any group of people, even individuals, dislike very much to be disturbed in the even tenor of their way. Every member of the International Typographical Union is going to be disturbed. He is going to begin to question whether or not all this is necessary.

Your officers have been giving almost their whole attention to the problems that have been presented to us to solve. And with all the legal help that we needed we have evolved a plan of protecting our fundamental rights by using even the right granted to us under the Taft-Hartley Law—to refrain from making labor union contracts.

In order to refrain from making contracts, we have to fail or refuse to agree to any proposal that the employer makes. The law protects us in that respect. I rather suspect that those who made the law put those words in there not for our protection, but for the protection of the employer, who could sit around the table and bargain with the designated representatives of a labor union, always refusing any proposition and any proposal by the union and always refusing to grant a concession.

That course was followed by the R. R. Donnelly Company of Chicago. They frankly told the bargaining unit of the Pressmen's Union that the R. R. Donnelly Company would not sign the labor union contract and they reserved to themselves the right to set wages, hours and working conditions for the employees of that big printing firm. They had that right even under the Wagner Act. When the Wagner Act was first adopted, Senator Wagner himself in answering a question stated that the Wagner Act did not compel anybody to agree to anything.

But in the course of the years the Wagner Act was in effect, decisions were rendered to the effect that if the bargaining parties arrived at an agreement, they must sign a contract to that effect. That was the decision that was designed to protect and help in the organization of the workers of this country.

But to counteract such a decision of the Taft-Hartley bill it specifically provides that a labor organization must bargain in good faith. "But such obligation does not compel either party to agree to a proposal or require the making of a concession."

While I firmly believe that the law was written to protect the employer, we find that we can—I believe we can—get equal treatment under the law for the same purpose.

What is a proposal? An employer may give you a complete contract of proposals or he may want to sit down and agree to the sections one at a time. Our idea is that a proposal is a complete document. Our advice to our

local unions, as has already been set out, is that they should not agree to any one section or any one provision, but that they should lay them aside as something the employer is agreeable to and consider them in their own sessions.

It does not require the union to make a concession. The Taft-Hartley Law does not require either party to make a concession. Well, there are a number of things that are well established in the printing industry that are outlawed by the Taft-Hartley bill. Therefore, if we sign a contract, the employer will insist on eliminating those basic conditions from the contract; and if he does and you agree to it, those basic conditions are out the window.

If you do not sign a contract, if you do not agree to the proposal of the employer, the law protects you. If you have no agreement and no contract in effect, you can strike.

On that point let me be a little more explicit. There is no law that specifies that you must tell an employer why you are striking, or why you are quitting your job. That is none of his business, since the Taft-Hartley Law has been adopted. Without any obligations toward the employer by way of what is now a legal contract, you can strike for no reason at all.

I anticipate that the employers will be trying to get the members of the Typographical Union to tell them that they are striking for some one of these illegal purposes mentioned in the act. If the members of the union tell the employer that they are striking because of the closed shop, because the employers were raiding the composing room with non-union help, it is very likely that some judge will issue an injunction restraining you from striking for what he may say is an illegal objective.

In my opinion, that will be the first invasion by courts of the fundamental right to strike. Step by step thereafter the chains will be put on and organized labor shackled.

I hope the delegates and all of the members of the International Typographical Union can realize that one fundamental factor. For the first time in history these labor union agreements are being regarded as legal contracts and subject to all the interpretations that may be placed upon legal contracts by the state and federal courts. It is a veritable maze of conflicting decisions and a laby-

rinth which if you enter into it, you will not find your way out.

The whole purpose of the Taft-Hartley bill is to shackle organized labor, and the most effective means of doing that is to make labor union agreements subject to court interpretation and court action. The law specifically repeals the Norris-LaGuardia Anti-Injunction Act, as applied to labor disputes. Under the Taft-Hartley Law we are supposed to be putting ourselves in a position where if we do not like everything the employer does to us, we can ask some court to make it worse.

There is only one thing left to us—I think it is left to us. A lot of lawyers think it is left to us, but we won't know that until the Supreme Court of the United States finally speaks, and that may be some time. But we think that we have the right to strike when we have no legal contract with the employer. We think we still have some valid rights to refuse to do this kind of work or that, or under this or that condition, if we want to refuse to do it.

I hope there will be no mandatory injunctions against members of the union compelling them to do involuntary servitude for the profit of some employer, but I can't guarantee you that such a decision will not be made.

The members of the International Typographical Union must realize there is only one avenue left, that we have to run that gauntlet; that whatever trouble comes in doing so will be less than if we took the other alternative of acquiescing in everything the employers and the Taft-Hartley bill want to give us.

So we have to run that gauntlet; we have to take chances on whatever will come. In doing so, we have to be convinced that it is the only thing left to us and that we are ready, able and willing to bear the punishment and fight through to the end.

Is there further discussion?

Delegate Korrell (Dayton): I move the previous question.

President Randolph: If anybody else wants to debate it, I haven't heard that motion.

Delegate Brown (Harrisburg): I wonder if it would be legal to change the wording of this one paragraph, "Local unions should not file any unfair labor practice * * *"; I wonder if we could make that "shall", would that be legal under the law?

President Randolph: I will have to confess, for the benefit of those who can't even suspect, that the Executive Council had a lot to do with drafting this report and also our general counsel. And I think the word "should" was selected, if I may say, as being a better word.

Delegate Skinner (Spokane): Because these remarks are being recorded here today, I would like to get some information on contracts which are now in force that extend beyond the limit of August 22, 1948. Our contract expires in April, 1949. I would like to know and have it recorded just what the status of our contract is with regard to the new law.

President Randolph: The first paragraph of the policy statement is as follows: "It is our policy that we continue to maintain our long standing reputation for integrity in performing our contracts and carrying out our union commitments."

Is there further discussion?

Delegate Finn (Philadelphia): I, too, number myself as one of the opposition, and like Mr. Shores, it is not my purpose to obstruct something which I consider to be the most beneficial piece of legislation that this union could possibly enact under these most trying circumstances. And I wish to state that I am heartily in accord with your President in his endeavors to fight the Taft-Hartley bill and all of its devious provisions.

* * *

Substitute for Proposition
No. 125

Committee reports unfavorably with the following comment: Your committee recommends that the policy already adopted on the question by this convention be substituted for this proposition.

President Randolph said:

The substitute for proposition No. 125 is to add a new paragraph to Section 1, Article III, General Laws, as follows:

Then follows the collective bargaining policy that was read and adopted unanimously this morning. Without objection, I will not read again that policy. The convention is merely adopting as a part of Section 1, Article III, the collective bargaining policy adopted this morning.

If there is no objection, we will dispense with the reading of that galley eight-point.

The question comes on the favorable report of the Committee on Laws on the substitute, the substitute being a substitute for Proposition No. 125. The Collective Bargaining Policy Statement is on Page 146.

Committee reports favorably with the following comment: Your Laws Committee is in agreement with the comment submitted by the Committee on Collective Bargaining Policy.

The report of the committee was adopted.

Proposition No. 107

Committee reports favorably with the following comment: This is in line with the action of this convention in adopting a policy to be used in relation to the Taft-Hartley slave labor law.

Delegate Shores (St. Louis) said:

Delegate Shores (St. Louis): Mr. President, I assume from the action taken here this morning that any change in policy will be determined by either a convention or by referendum vote. Am I correct in that?

President Randolph: The change in policy that you have just adopted is a part of your law book. That is the policy the Executive Council will follow.

Delegate Shores: That answers my question. Without any thought of being overly technical, I think it is indeed unfortunate that under the Constitution these changes in law do not become effective until the first of January. I was hoping that we could put them into effect as soon as possible.

President Randolph: The policy was adopted to be effective as of August 22, 1947. That policy will be followed from now on.

Is there further discussion?

The report of the committee on proposition No. 107 was adopted.

Proposition No. 29

As instructed by the Convention your committee recommends adoption of Proposition No. 29 as herein amended:

Proposition No. 29

By Knoxville Delegation

Amended Section 7, Article X, General Laws, "Priority", by inserting the words in bold face as follows:

Sec. 7. In cases where members are admitted as residents of the Union Printers Home or who enlist in or are called for service in the military or naval services of the United States or the Dominion of Canada (or their allies) in time of war or for the duration of any period of natural emergency proclaimed by the governments of said countries, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the allies, Knights of Columbus, the Salvation Army, the Young Men's Christian Association, or any recognized organization of a similar character, their situations and/or priority standing shall be protected and upon again reporting for duty the situations and/or priority standing formerly held by these members shall be restored to them. Members of the [National Guard,] Organized Reserve of the Army, Navy and Marine Corps, or other such organizations **(except the National Guard)** shall maintain their priority standing while serving active tours of duty with said organizations whether during time of war or peace [.]: **Provided, That the situations and/or priority standing of such members shall not be protected for more than 6 months under this section of the law.**

GENERAL COUNSEL'S EXHIBIT 7-L
CONSTITUTION

Article I.—Jurisdiction.

Section 1. This body shall be known as the International Typographical Union of North America. Its jurisdiction shall include all branches of the printing and kindred trades, other than those over which jurisdiction has been conceded by agreement. In it alone is vested power to establish subordinate unions of printers (and all other skilled employes not otherwise herein excepted) mailers and kindred trades, and its mandates must be obeyed at all times and under all circumstances. To the International Typographical Union of North America is reserved the right to fix, regulate and determine all matters pertaining to fellowship in its branches of the printing and kindred

trades; while to subordinate unions is conceded the right to make all necessary laws for local government which do not conflict with the laws of the International Union. In cases where allied trades have formed district unions the powers hereinafter specified shall be delegated to said trade district unions. The International Typographical Union reserves the right to re-establish jurisdiction over any branch of the industry when the vital interests of the union are affected. The Executive Council is hereby authorized to take such action when deemed necessary to the welfare of the International Typographical Union

Sec. 2. A charter may be issued to eight or more printers, or mailers, in any city or town. Only one English-speaking subordinate union in any distinctive craft shall be chartered in the same place; but a charter may be granted to printers or mailers of, and working in, a foreign tongue, and such printers or mailers may join an English-speaking union in any place where a union in their mother tongue does not exist.

Sec. 3. The distinctive names of the several subordinate branches shall be: Of the printers, typographical union; of the mailers, mailers' union; and of other allied crafts or trades, if such there be, the distinctive name of each branch.

Sec. 4. All charters granted by the International Typographical Union shall be in form as follows:

CHARTER
INTERNATIONAL TYPOGRAPHICAL UNION

To All to Whom These Presents Shall Come:

Know Ye, That the International Typographical Union of North America, established for the purpose of effecting thorough organization of the craft, and composed of subordinate unions and members in different sections of the country, doth, upon proper application and under conditions herein provided, hereby grant unto .....

.....

and to their successors this charter, for the establishment and future maintenance of a subordinate union at.....

.....to be known as

Union No..... of.....

Now, the conditions of this charter are such. That said union forever and under any and all circumstances shall be subordinate to and comply with all the requirements of the constitution, by-laws and general laws or other laws of the International Typographical Union as they may from time to time be altered or amended: That said union shall for all time, be guided and controlled by all acts and decisions of the International Typographical Union as they may from time to time be enacted: That should the subordinate union above chartered take advantage of any powers, privileges or rights conferred under the laws as they may exist at any time, said action shall not prevent the International Typographical Union from recalling, amending, changing or abolishing any such powers, privileges or rights.

So long as the said union adheres to these conditions, this charter to remain in full force; but upon infraction thereof, the International Typographical Union may revoke this charter, thereby annulling all privileges secured hereunder.

In Witness Whereof, We have hereunto set our hands and affixed the seal of the International Typographical Union, this..... day of ....., 19.....

....., Secretary and Treasurer;

....., President

Article II.—Laws.

Section 1. The International Typographical Union shall exercise complete and unrestricted authority to define its jurisdiction; enact; enforce and amend as provided in its constitution and by-laws all laws for the government of the International Union, its subordinate unions and its officers and members throughout its entire jurisdiction.

Sec. 2. The laws of the International Typographical Union shall be comprised in:

(a) The constitution shall contain an outline of the fundamental principles, policies and purposes of the organization; declare the jurisdiction of the International Union and subordinate unions; define the duties and salaries of officers; provide for conventions and fix the basis for representation; establish an obligation for members; provide for appeals and penalties; authorize traveling and withdrawal cards; provide for an official publication and the Typographical Union label; regulate all matters pertaining to dues and assessments or the raising of revenue.

(b) The by-laws shall contain all laws relating to membership in the International and subordinate unions; qualifications and election of officers and their specific duties; for the government of subordinate unions and members; charges and trials and appeals; qualifications and election of delegates; auditing of accounts and reports relating to the institution, maintenance and administration of a system of benefits; providing for the care of diseased, aged and infirm members and all laws for internal government of the International Union.

(c) The general laws shall contain only any and all laws relating to contracts and scales of prices; conditions of employment and the relation of subordinate unions and individual members to the employer.

(d) The convention laws shall contain laws, rules of order, committees, etc., for government of sessions of the International Union and its deliberations.

Sec. 3. The constitution shall only be amended by referendum vote, in the manner hereinafter set forth.

Sec. 4. By-laws and general laws may be enacted by the convention of the International Typographical Union, but shall in nowise conflict with the constitution, or any part thereof.

Article III.—Conventions.

Section 1. The convention of the International Typographical Union shall be held annually on the Saturday preceding the third Monday in August at such place as the delegates in convention assembled may designate. All the arrangements for the same to be made by and at the expense of the International Typographical Union: *Provided*, On the years when the convention is held at Colorado Springs the convention shall convene on Saturday preceding the second Monday in September.

Article IV.—Representation.

Section 1. Subordinate unions are entitled to representation in conventions of the International Typographical Union according to the following apportionment: Unions with one hundred members or less, one delegate; more than one hundred and less than five hundred members, two delegates; more than five hundred and less than one thousand

members, three delegates; one thousand members, four delegates; and for each additional two thousand members, one additional delegate. Two or more subordinate unions, having a membership of less than one hundred members each, may combine and elect one delegate, the certificate of a delegate so chosen to be signed by the president and secretary of each of the unions he represents.

Sec. 2. Each delegate shall be entitled to one vote, and no proxies shall be allowed.

Article V.—Officers and Elections

Section 1. The elective officers of the International Typographical Union shall be a President, a First Vice-President, a Second Vice-President, a Third Vice-President (who shall be a member of the Mailers' Trade District Union), a Secretary-Treasurer, a Board of Auditors consisting of three members, such number of delegates to the American Federation of Labor as this body is entitled to by law, one delegate to the Canadian Trades and Labor Congress of Canada (who must be a member of one of the Canadian unions), such number of nominees as may be necessary to fill vacancies in the membership of the Union Printers Home corporation, and an Agent to the Union Printers Home.

Sec. 2. The elective officers of the International Typographical Union shall be nominated by the local unions and elected by the membership in a manner which shall be specifically set forth in the by-laws.

Sec. 3. The term of office of all elective officers, except auditors, shall be for two years, or until their successors are elected and qualified. One auditor shall be elected at each biennial election for a term of six years. No person while serving as auditor shall accept any other office or employment in this union. The term of office of the elective officers, other than auditors, chosen at the May election shall be from July 15 for a full term of two years. Members of the Board of Auditors' terms of office shall begin November 1.

Article VI.—Duties of Officers.

The President.

Section 1. The President shall attend and preside at all conventions of the International Typographical Union dur-

ing his term of office; he shall at all times exercise a general supervision over all officers of the International Union; he shall make his official residence in the city of Indianapolis, and shall give his entire time to the duties of his office; he shall have authority, should be become satisfied that any officer is derelict in the performance of any duty, or has been guilty of any dishonest act, to suspend such officer from his official position. He shall be *ex officio* the nominee of the International Typographical Union for the office of President of the Union Printers Home corporation, and one of the delegates to the American Federation of Labor. He shall perform such other duties as appertain to his office or as may be required by law.

The Vice-Presidents.

Sec. 2. The First Vice-President shall assist the President in the discharge of his duties, and shall perform the duties of President in his absence, death, incapacity or resignation from office. He shall attend all sessions of the International Typographical Union. He shall make his official residence in Indianapolis, and shall devote his entire time to the business of this union.

Sec. 3. The Second Vice-President shall assist the President in the discharge of his duties. He shall attend all sessions of the International Typographical Union. He shall make his official residence in Indianapolis, and shall devote his entire time to the business of the union.

The Third Vice-President shall perform such duties as may be assigned to him by the President or the Executive Council.

The Secretary-Treasurer.

Sec. 4. The Secretary-Treasurer shall attend all conventions of the International Union, and shall devote his entire time to the business of this union; he shall, in connection with the President, establish an office in the city of Indianapolis, which shall be the official headquarters of the International Union, and where all books, records, etc., shall be kept; he shall be the custodian of the funds of the International Union, and shall, under the direction of the Executive Council, deposit all funds of the International Union in some responsible bank or banks in said city; he shall give

bond with a solvent guarantee company as surety payable to the President as trustee for the International Typographical Union and its members in the sum of $50,000 previous to assuming office, which bond shall be paid for by this union and shall be approved by the Executive Council; he shall also be secretary of the Executive Council, and perform such other duties as may be required by law. He shall be *ex officio* the nominee of the International Typographical Union for the office of Secretary-Treasurer of the Union Printers Home corporation. Any bond executed by a guarantee company to the President as aforesaid shall insure to the successors of such President as trustee for the International Typographical Union and its members, and for any breach of such bond the President as trustee for the International Typographical Union and its members is hereby authorized to bring suit in his name as such President for the benefit of the International Typographical Union and its members.

The Executive Council.

Sec. 5. There shall be an Executive Council, consisting of the President, the First Vice-President, the Second Vice-President, the Third Vice-President and the Secretary-Treasurer, which body shall have general supervision of the business of the International and of subordinate unions.

The Board of Auditors.

Sec. 6. The Board of Auditors shall convene at International headquarters on the second Monday of July and January each year, and its duties shall be to audit the books and accounts of the Secretary-Treasurer of the International Typographical Union and the officers of the Union Printers Home corporation, closely examining all items of receipt and expenditure. The auditors shall have power to employ at the expense of the union any necessary expert assistance and shall be required to disallow all expenditures not duly authorized. The report of the auditors, showing the condition of the books and accounts, attested by a notary public, shall be published in The Typographical Journal next following completion of the audit. If such audit should show any important error, or any defalcation, or misappro-

priation of funds, the President, with the consent of the Executive Council, shall immediately suspend the officer or officers responsible therefor, and proceed at once legally to secure the union or the Home corporation from loss. Compensation for the auditors shall be as fixed by sections 2 and 3, article viii, constitution.

The Agent.

Sec. 7. It shall be the duty of the Agent, in the event of the Union Printers Home corporation neglecting or refusing to comply with the provisions of the deed under which the land on which the Home is situated was transferred, or disobeying any of the orders of the International Typographical Union, to enter upon and take full possession of the property as the custodian of the International Typographical Union: *Provided,* That it shall be the duty of the Agent to attend one meeting of the Board of Trustees during his tenure of office.

Representatives.

Sec. 8. The President shall have power to appoint such number of representatives as he deems to be necessary to transact the business of the International Typographical Union. Before commissions are issued to representatives appointed by the President their appointment shall receive approval of a majority of the Executive Council: *Provided,* The President shall have sole authority to make temporary appointments in cases of emergency where the representative is required to act as proxy for the President. Representatives appointed by the President, with the approval of the Executive Council, shall hold office for a period of two years, or until the expiration of the current term of office of the President, who makes the appointment: *Provided,* That the President, with the approval of the Executive Council, may remove any representative at any time such action is deemed necessary. Representatives shall perform such duties as are assigned to them by the President, under the direction and control of the President. For such time as they are required to devote to the business of the International Union the compensation and traveling expenses of representatives shall be fixed by the Executive Council, in

accordance with sections 2 and 3, article viii, constitution. Representatives who are regularly assigned under the provisions of this section shall be allowed a vacation of two weeks with pay in each year.

Article VII.—Vacancies in Office.

Section 1. If for any reason there occurs a vacancy in the Executive Council, official notification of such vacancy shall be sent to secretaries of all subordinate unions within seventy-two hours after such vacancy occurs, and a special election shall be held the first Wednesday after the expiration of ninety days from date of vacancy: *Provided,* When there remains less than nine months of the time of office, the vacancy shall not be filled. In a special election to fill a vacancy the name of any member otherwise eligible receiving the endorsement of twenty subordinate unions shall be printed upon the ballot, which shall be prepared thirty days prior to the date of such special election. Only endorsements received previous to the time herein fixed for printing ballots shall be accepted to establish eligibility. In the event of a vacancy in the office of Secretary-Treasurer the First Vice-President shall perform the duties of the office until *the vacancy is filled as herein provided*: *Provided, further,* The provisions of this section shall not apply to the Vice-President representing the Mailers' Trade District Union.

Sec. 2. When for any reason a vacancy occurs in any elective office, other than the Executive Council, such vacancy shall immediately be filled by the Executive Council. Where the term of office in which the vacancy occurs extends beyond the next regular International election such vacancy shall be filled for the unexpired term at such regular election. A member chosen by the Executive Council to fill a vacancy shall hold office until a successor is elected, as above provided, and qualifies. In filling a vacancy in a general election the qualifications of candidates shall be the same as are provided for candidates for a full term.

Article VIII.—Salaries and Expenses.

Section 1. The salary of the President, Vice-Presidents and Secretary-Treasurer, in full for the services rendered by each of said officers during the term of office, shall be

the sums following: For the President, for services rendered as President of the International Typographical Union and as President of the Board of Trustees of the Union Printers Home, $7,500 per annum; First Vice-President, $5,200 per annum; the Second Vice-President, $5,200 per annum; Third Vice-President, $300 per annum; and Secretary-Treasurer, for services rendered as Secretary-Treasurer of the International Typographical Union and as Secretary-Treasurer of the Board of Trustees of the Union Printers Home, $7,500 per annum.

Sec. 2. The compensation of any officer other than President, First Vice-President, Second Vice-President or Secretary-Treasurer, or any member performing service under direction of the President or Executive Council, shall be set by the Executive Council.

Sec 3. When any officer or member is required to perform service away from his home, he shall be allowed, in addition to the amounts set forth above, first-class railroad fare or transportation fare by plane in emergencies by the shortest route to and from his destination, and actual hotel expenses: *Provided;* That an itemized bill shall in all cases be rendered.

Sec. 4. The President, First Vice-President, Second Vice-President and Secretary-Treasurer shall, on their first election, be entitled to traveling expenses from their home to the headquarters of the International Union, and also on return at close of official term. They shall also be allowed a vacation of thiry days in each year.

Article IX.—Revenue and Funds.

(An amendment which temporarily reduces the rate of the pension and mortuary assessment became effective July 31, 1944. Words in the previous law temporarily stricken out by the amendment are printed in brackets; words added to the previous laws are printed in italics. See Section 3 time of reversion to previous laws.)

Section 1. The revenue of the International Typographical Union shall be derived as follows: A per capita tax of $1.00 per month which shall include subscription for The Typographical Journal, to be paid by every member of the International Typographical Union except those members domiciled at the Union Printers Home. The per

capita tax, together with assessments as herein provided, shall be collected and transmitted to the Secretary-Treasurer of the International Typographical Union.

An additional assessment for the old age pension and mortuary funds according to the following classifications:

Active members (including members working at the trade and seeking work at the trade)—Two [and one-half] per cent upon total earnings.

Active members not working at the printing trade (members whose cards are deposited with a subordinate union who follow other pursuits, and members not seeking work at the printing trade)—Two [and one-half] per cent upon the minimum scale of the union with which member is affiliated.

Proprietor members whose cards are deposited with a local union—Two [and one-half] per cent upon the minimum scale of the union with which member is affiliated.

Members employed by the union (local or International)—Two [and one-half] per cent upon total earnings.

Members in unorganized towns—Members holding traveling cards but not working at the printing trade, $3.00 [$3.75] per month.

Members in unorganized towns—Members holding traveling cards who work at the printing trade as journeymen or foremen—Two [and one-half] per cent upon total earnings.

Proprietor members in unorganized towns—Members holding traveling cards and operating offices of their own—$3.00 [$3.75] per month.

Sick and disabled members—Members incapacitated because of sickness or any disability shall be exempt from the pension and mortuary assessment during the period of such sickness or disability, but for not longer than three months; thereafter two [and one-half] per cent upon the minimum scale of the subordinate union, but not more than $1.75 per month during the period of disability. (See section 6, article vii, by-laws.)

Pensioners—Members who draw the old age pension, 60 cents per month: Provided, That if a pensioner earns more than $60 in any one month he must pay two [and one-half] per cent on earnings as the pension and mortuary assessment.

Members in military or naval service during war time or national emergency—Members in active service in the army

or navy of the United States or Canada in time of war or national emergency decreed by the Congress of the United States or Parliament of Canada—either volunteer or conscripted—or who enlist for service in the army or navy of any country that may be allied with the United States or Canada in a war for a common cause, shall be exempt from the payment of all local dues, International Typographical Union per capita tax and assessments, beginning with the month of enlistment and ending with the month of discharge as determined by military records.

Sec. 2. The pension and mortuary assessment shall be apportioned after receipt at headquarters, [one-third of one] *seventeen* per cent to the mortuary fund and [two and one-sixth] *eighty-three* per cent to the old age pension fund.

Sec. 3. It is further ordered the rates above provided shall remain in effect until such time as the reserve in the pension fund shall have reached the sum of $2,000,000, when the rate of assessment shall revert to two and one-half per cent upon earnings as in effect prior to this amendment.

Sec. 4. The per capita tax of the International Union shall be apportioned as follows: Fifty cents to the Union Printers Home Fund; the balance to the general fund, together with such additional revenue as shall be derived from the sale of charters and supplies to subordinate unions at prices fixed by law.

Sec. 5. International dues for each month shall be collected by subordinate unions and shall be transmitted to the Secretary-Treasurer of the International Typographical Union before the twentieth of the succeeding month. Unions failing to conform to these provisions shall be considered delinquent and debarred from benefits: *Provided,* That unions located so far from headquarters as to make it impossible for their dues to reach there within the prescribed time shall not be considered delinquent if their remittances bear postmark date prior to the fifteenth of the succeeding month.

Sec. 6. No member residing within the jurisdiction of a subordinate union shall be classified as an unattached member or permitted to pay dues and assessments as such to the International Secretary-Treasurer.

Sec. 7. The general fund shall be used to defray all expenses of the International Typographical Union except disbursements for the pension fund, the mortuary fund and the Home fund.

Sec. 8. On the death of each member in good standing, a death benefit shall be paid to the designated beneficiary in amounts as follows, except as otherwise provided by International law:

For a continuous membership of one year or less, $50.

For a continuous membership of more than one year and less than two years, $100.

For a continuous membership of two years and less than three years, $150.

For a continuous membership of three years and less than four years, $200.

For a continuous membership of four years and less than five years, $250.

For a continuous membership of five years and less than ten years, $300.

For a continuous membership of ten years and less than fifteen years, $400.

For a continuous membership of fifteen years or over, $500.

Any member who has been suspended from membership and subsequently reinstated, in accordance with the laws of the International Typographical Union, shall not be entitled to any benefit if death occurs within three months after such reinstatement.

Sec. 9. The mortuary benefit fund shall be used for the purpose of disbursing mortuary benefits to the designated beneficiaries of deceased members.

Sec. 10. All moneys to the credit of the Union Printers Home fund shall be transferred to the Secretary-Treasurer of the Union Printers Home corporation.

Sec. 11. The old age pension fund shall be used for the purpose of maintaining and disbursing pensions to aged and superannuated members.

Sec. 12. The Executive Council shall have the power and authority to transfer money of this union from one fund to another whenever deemed necessary to maintain the integrity of this organization.

Sec. 13. No convention or meeting, nor any official or member of the International Typographical Union of North America, shall have power to appropriate or use any moneys or securities in the treasury of this union, nor property or collateral in its possession or custody, for the purpose of bestowing upon any person or number of per-

sons any gift of intrinsic value, granting any gratuity, or as payment for any intangible service rendered or claimed to have been rendered unless expressly authorized by referendum vote.

[On May 26, 1915, a date subsequent to the adoption of section 12, the members of the International Typographical Union voted affirmatively on the following question in a referendum election:]

Shall the Executive Council of the International Typographical Union be authorized to expend such sums of money from the general fund of the organization as may be necessary to continue the conduct of the business of the International, such as payment for services of employes and representatives, strike benefits and special assistance when necessary officers' and organizers' expenses, printing, publicity campaigns, convention expenses, as provided in the constitution, by-laws, general laws, convention laws and the agreement creating the International Allied Printing Trades Association as printed in the Book of Laws?

Sec. 14 There shall be a defense fund maintained at a minimum of $500,000. A one-half of one per cent assessment shall be levied on total earnings of all active members (except sick and incapacitated members and pensioners) to establish the fund and shall be in effect for three months after the fund reaches $500,000. When the balance in the fund falls below $500,000 the assessment shall again be levied for three months. This fund shall be used for defense purposes.

Article X.—Penalties.

Section 1. The charter of any subordinate union which shall fail or refuse to pay its per capita tax and other moneys, or any part thereof, within three months after becoming due, shall be suspended. The Secretary-Treasurer shall give such derelict union thirty days' notice of the action to be taken.

Sec. 2. Any subordinate union which shall fail to make reports required by law or the Executive Council, or which shall neglect or refuse to obey any law or legal mandate of the International Typographical Union or Executive Council, may be fined or have its charter suspended by the Executive Council.

Sec. 3. Any officer of the International Union may be impeached by the Executive Council, and if the charges are proven shall be disqualified to further discharge the duties of his office, and the vacancy shall be filled in accordance with the laws of the International Typographical Union.

Article XI.—Appeals.

Section 1. All appeals from the decision of a subordinate union shall be submitted, in written or printed form only, to the Executive Council of the International Typographical Union one copy of complete papers to be furnished the Executive Council both appellant and respondent must retain complete copies to be used in case of appeals to convention), and decision rendered by that body. Should either party feel aggrieved at the decision of the Executive Council he shall have the right to appeal, in printed form only to the succeeding convention of the International Typographical Union, which judgment shall be final.

Sec. 2. Appellant and respondent shall furnish copies of papers in complete form to each other, and shall be entitled to submit replies to these original articles.

Article XII.—Obligation.

Section 1. All subordinate unions shall have an article in their constitution which shall read as follows:

Every person admitted as a member of this union shall subscribe to the following obligation, which shall apply only to matters pertaining to the printing industry.

I (give name) hereby solemnly and sincerely swear (or affirm) that I will not reveal any business or procedings of any meeting of this or any subordinate union to which I may hereafter be attached, unless by order of the union, except to those whom I know to be members in good standing thereof; that I will, without equivocation or evasion, and to the best of my ability, abide by the constitution, by-laws and the adopted scale of prices of any union to which I may belong; that I will at all times support the laws, regulations and decisions of the International Typographical Union, and will carefully avoid giving aid or succor to its enemies; and use all honorable means within my power to procure employment for members of the International Typographical Union in prefer-

ence to others; that my fidelity to the union and my duty to the members thereof shall in no sense be interfered with by any allegiance that I may now or hereafter owe to any other organization, social, political or religious, secret or otherwise; that I will belong to no society or combination composed wholly or partly of members of the International Typographical Union, with the intent or purpose to interfere with the trade regulations or influence or control the legislation of this union; that I will not wrong a member, or see him or her wronged, if in my power to prevent. To all of which I pledge my most sacred honor.

Obligation for Delegates.

Sec. 2. The following obligation shall be administered to each and every International Typographical Union delegate immediately after the approval of the report of the Secretary-Treasurer:

I (repeat name individually) solemnly swear (or affirm) that I do not now belong, nor will I belong at any time in the future to any society or combination composed wholly or partly of members of this International Typographical Union, or any other union under its jurisdiction, the intent and purpose of which is to interfere with the trade regulations or influence or control the legislation of this or any other union, or the selection or election of any officer or officers.

Article XIII.—Trade District Unions.

Section 1. Any of the allied trades under the jurisdiction of this organization may form a trade district union.

Sec. 2. Such trade district union shall have the following powers, privileges and rights, and as may be more specifically set forth in the by-laws:

(a) To charter, establish and form unions of its craft. Charters to be procured from the International Typographical Union.

(b) To issue and control traveling cards to members working at its craft.

(c) To make all laws for the sole government of its craft.

(d) To decide all matters in dispute solely affecting members of its union.

(e) To elect officers of the trade district union, the President of which shall be a Vice-President of the International Typographical Union.

(f) To collect and forward to the Secretary-Treasurer of the International Typographical Union all per capita tax due from such subordinate unions of its craft.

Sec. 3. Such powers, privileges and rights shall not work to repeal or affect the laws of the International Typographical Union regarding revenue, per capita tax, benefits, strikes and lockouts, the five-day law, and allied trades council laws.

Article XIV.—Traveling Card and Withdrawal Card.

Section 1. The International Union shall issue, in blank form, cards of appropriate design, to be known as the "Traveling Card," and the "Withdarwal Card," which shall be furnished subordinate unions, except trade district unions, at prices fixed by law, to be used by members in good standing on proper application being made therefor.

Article XV.—The Official Paper.

Section 1. There shall be published monthly by the Secretary-Treasurer a paper of thirty-two or more pages, to be non-political and non-sectarian, and to be known as "The Typographical Journal: Official Paper of the International Typographical Union of North America," which shall be, so far as practicable, the International Typographical Union's official organ of communication to subordinate unions.

Article XVI.—The Label.

Section 1. The label, stamp or device used, and intended to be used, by this Union, for the purpose of distinguishing the products of the labor of the members of this Union, shall consist of an imprint containing the words "Typographical Union Label," together with the name of the city or town in which is located the local union using said label. Said label shall be of the following design:

Typographical Union Label
Name of City

Sec. 2. This Union shall, through its principal officers, cause said label, stamp or device to be registered in all states and territories and provinces where registration is or may hereafter be authorized by law, and all registrations heretofore made of said label are hereby adopted and confirmed; and shall, through its principal officers, issue to local unions or subordinate bodies said label, stamp or device in such sizes as may be necessary and expedient.

Sec. 3. No subordinate union or combination of subordinate unions shall issue a label of different design than contained in section 1 of this article, nor shall more than one design be used in any jurisdiction.

Article XVII.—Amendments.

Section 1. Amendments to the constitution of the International Typographical Union may be enacted only by referendum vote of the general membership. Such amendments may be initiated only in one of three ways, as follows: (a) The Executive Council may mitiate and submit any proposition or amendment a majority of its members deems necessary. Such propositions or amendments to be published to the craft at least thirty days before taking the vote thereon. (b) Convention may initiate any proposition or amendment a majority of the delegates deems necessary. Subordinate unions shall then discuss the proposed amendments, and at a date which shall be designated by the Executive Council, but which must be within three months from the adjournment of the convention, the proposed amendment shall be voted upon by the members of subordinate unions, and the vote in detail forwarded, under seal, to the Secretary-Treasurer of the International Typographical Union within ten days after the date set by the Executive Coucnil for the taking of said vote, when the International President and Secretary-Treausrer, and one member of the local union, who shall be selected by the President of this body, shall canvass the vote and declare the result to the craft and should a majority of the votes cast be in favor of the amendment it shall go into effect sixty days after the canvass of the vote on the same. (c) Any subordinate

union may initiate any proposition or amendment and submit to other subordinate unions for endorsement. Whenever such initiative petition has been endorsed by 150 subordinate unions, the endorsement of such petition having been secured within three months from the date said petition was initiated, it shall be submitted to a vote of the general membership. The proposals as submitted for the endorsement of subordinate unions shall be published in the first issue of The Typographical Journal following the receipt of 150 endorsements by subordinate unions. The Secretary-Treasurer shall publish in the next issue after the three months have elapsed the full list of all unions endorsing any proposition or amendment. Within thirty days following such publication the proposal shall be submitted to a vote of the membership, which shall be taken on a day designated by the Executive Council, and canvassed in the same manner as amendments and propositions referred to the membership by a convention of the International Typographical Union. It shall be the duty of the Secretary-Treasurer to prepare ballots and submit any proposition or amendment initiated in either of the three ways provided: *Provided,* If for any reason the Secretary-Treasurer shall fail or refuse to prepare ballots and submit any proposition or amendment which has been properly initiated and endorsed, the President of the International Typographical Union shall perform the function.

Sec. 2. Propositions submitted to subordinate unions for endorsement or to the membership for adoption as herein provided shall be drafted in proper form and shall include all sections or articles amended or repealed by such proposition: *Provided,* For this purpose amendments or propositions shall be deemed to be in proper form if their purpose is clear and the intent understandable. Laws or parts of laws to be repealed shall be placed in brackets, and amendments to existing laws and new laws shall be printed in bold-face type.

Sec. 3. The action of a subordinate union endorsing a proposition or amendment initiated by another subordinate union shall be irrevocable.

Sec. 4. All propositions or amendments adopted by the membership of the International Typographical Union, unless otherwise provided, sahll be in force and effect sixty days after the canvass of the vote on the same.

Sec. 5. The by-laws and general laws adopted by a convention of the International Typographical Union shall become effective on January 1 next following. Propositions or amendments submitted to the membership by a convention, if adopted, also become effective on January 1 next following.

Sec. 6. Conventions of the International Typographical Union shall have power to enact by-laws and general laws for the government of the craft, but all laws involving increased taxation shall be submitted to a referendum vote.

Article XVIII.—Conflicts and Changes.

Section 1. All laws and parts of laws in conflict with this constitution are hereby repealed or changed in accordance therewith, and the Secretary-Treasurer is hereby authorized to make necessary changes.

BY-LAWS

Article I.—Allied Printing Trades Councils.

Section 1. In a jurisdiction where more than one international union has issued charters, an allied printing trades council shall be formed, in pursuance of the provisions of the agreement between the five international unions of the printing trade.

Sec. 2. The agreement governing the International Allied Printing Trades Association and signed by the five international unions thereof provides "for the formation of an association for a joint ownership of the Allied Printing Trades Union Label," the objects of which "are to designate the products of the labor of the members thereof by adopting and registering a label or trademark designating such products."

The Executive Council of the International Typographical Union is hereby authorized and instructed to seek agreement by the other international unions of the Allied Printing Trades Association to a supplementary agreement, the object of which shall be to obtain the cooperation of all said unions for other economic purposes: *Provided,*

(a) The supplementary agreement shall be voluntary

as to acceptance by local unions subordinate to the several internationals.

(b) Any international union of the association may, at any time, revoke its adherence to the supplementary agreement without in any way affecting the "agreement" heretofore in effect since 1911, or the rights of any union thereunder.

(c) Each international union adopting the supplementary agreement accepts the duty and responsibility of enforcing the obligations of any subordinate union thereof which may fail or refuse to perform any obligations it may have assumed under the terms of the supplementary agreement.

(d) The Executive Council of the several international unions, members of the association may, as deemed expedient, amend the supplementary agreement to better attain mutually satisfactory procedure for the joint negotiation and adoption of contracts and scales; joint action defense of the closed union shop; joint action in organization work and in legislative activity affecting the graphic arts industry.

Sec. 3. The Executive Council is instructed to use every effort possible to bring about the elimination of the controversy involving jurisdiction over offset presses and plates.

Sec. 4. Where two or more subordinate unions of the International Typographical Union are represented in a local Allied Printing Trades Council either local may call upon the Executive Council to decide questions of jurisdiction or international policy.

Sec. 5. Where dual unionism is involved the Executive Council may name the delegates of the local union to the local Allied Printing Trades Council or the Executive Council may bar delegates from a local union from participating in meetings and decisions of such local councils.

Article II.—Auditing of Accounts.

Section 1. The President shall cause the books and accounts of the Secretary-Treasurer and the officers of the Home corporation to be audited twice a year, as follows: All accounts for the six months ending May 20, within fifteen days after that date; and for same period ending November 20, within fifteen days after that date. For this

purpose he shall appoint certified public accountants, who shall make a thorough examination and shall submit a report to the President, who shall cause its publication in the Typographical Journal.

Sec. 2. If said report should show any errors of importance, or defalcation or misappropriation of funds of the Secretary-Treasurer, or of any officer of the Union Printers Home corporation, it shall be the duty of the President, with the consent of the Executive Council, to suspend such officer or officers; and he shall proceed at once legally to secure the International Typographical Union from loss, and in accordance with the bond or bonds of said officer or officers.

Sec. 3. The International Typographical Union shall have the right to cause the books and accounts of any Conference or League, composed of members of the union, to be audited where said organization collects or solicits for any other purpose than for maintaining its functions.

Article III.—Chapels.

Section 1. It shall not be unlawful for chapels by majority vote to adopt a rule providing for fining a member of the chapel for nonattendance at chapel meetings when present in the composing room during the time said chapel meetings were being held.

Sec. 2. Members of a subordinate union, even though they constitute a majority of such union, have no right in chapel meetings to take any action amending, suspending, or in any way affecting the laws or contracts of such union.

Sec. 3. In all offices in which three or more members are employed a chapel shall be organized and a chairman elected. In case of failure or refusal of a chapel to elect a chairman, it shall be the duty of the local president to appoint a member to act as chairman. The chapel chairman shall be recognized as the representative of the union in the chapel over which he presides and it shall be his duty to report to the president of the local union any violation of union law or provisions of the contract. Failure to perform the duties of the office shall render a chapel chairman liable to such penalty as the local union may apply in accordance with the laws governing charges and trials.

Article IV.—Charges, Trials and Appeals.

Charges.

Section 1. Charges may be preferred against any member for any disreputable act, conduct unbecoming a union member, violation of laws of the local or International Union, or failure to observe provisions of the contract and scale of prices. Individual members may file such charges or officers of local unions may be instructed by majority vote of members present and voting at a stated meeting of the union to bring charges against a member.

Sec. 2. Charges may be filed against any officer of a local union for neglect of duty, failure to comply with the laws of the local or International Union, misappropriation of union funds or malfeasance in office.

Sec. 3. When a subordinate union is cognizant of the performance of a disreputable act on the part of a member not working within its jurisdiction, whether such act was committed within its jurisdiction or not, it is its duty to prefer charges against him before the union under whose jurisdiction he does work.

Sec. 4. Accusations or charges must be made in writing by a member of the union in good standing within thirty days of the time complainant becomes cognizant of the offense alleged.

Sec. 5. In all cases charges must be signed by the complainant and shall be sufficiently specific as to the provisions of union law violated and the alleged acts which constitute the basis of the charges to permit the defendant to prepare a proper defense. Two complete copies of the charges shall be delivered to the local president within the time limit provided in section 4.

Sec. 6. Within five days after charges have been received the local president shall cause to be delivered to the accused member a complete copy of the charges as filed.

Sec. 7. At the next stated meeting of the union the president shall present and cause the charges as filed to be read to the union. After discussion and consideration the following question shall be put to a vote by secret ballot: "Shall the charges as presented by deemed cognizable?"

Sec. 8. If a majority of the members present and voting record an affirmative vote a committee of five members shall be appointed by the presiding officer to investigate the

charges. Such committee shall give opportunity to all parties to the controversy to be heard. The accused member may waive the right to appear without prejudicing his interest.

Trials.

Sec. 9. The investigating committee shall report its findings at the next regular meeting following the meeting at which it was appointed. A majority vote of members present and voting by secret ballot shall decide whether or not the charges shall be considered worthy of trial. If the charges are found worthy of trial the presiding officer shall appoint a committee of five to try the case. If either party shall object to appointment, or to the personnel of the committee as appointed, a committee of five to try the case shall be drawn by lot from the members present. The complainant, the accused and members who may be witnesses shall not be eligible to serve on the trial committee.

Sec. 10. The trial committee shall notify complainant, accused and their witnesses of time and place of sitting. Both parties shall have right of counsel, who shall be members of the union. Either party may demand that witnesses shall be sworn by a notary public or official authorized to administer oaths. If either party shall fail to appear, unless excused by trial committee for cause, the trial shall proceed. The trial committee may adjourn its hearings from time to time, but all parties must be given due notice of time and place of all sittings.

Sec. 11. At the next stated meeting of the union after a verdict has been reached the trial committee shall report its judgment and the evidence to the union. After the trial committee's report has been read the accused shall have the right of defense before the union. The report of the trial committee, the evidence introduced, and any defense offered by the accused before the union shall be open for debate.

Sec. 12. Where the membership of a subordinate union is in excess of 1,000 the subordinate union may adopt regulations for the trial of charges different from the foregoing procedure: *Provided*, The verdict when rendered must be approved by secret ballot at a stated meeting of the union; *Provided, further*, That subordinate unions may establish

discipline committees to investigate minor infractions of union law or the scale of prices; such committee may after a hearing, where all interested parties are afforded a fair opportunity to be heard, impose fines of not more than one day's pay for any violation. In all cases before a discipline committee complaints must be signed by the complainants and shall be specific as to the provisions of the law violated and the alleged acts which constitute the basis of the complaints to permit the defendant to prepare a proper defense. Penalties or other decisions of discipline committees are subject to appeal in accord with International law governing appeals.

Sec. 13. The presiding officer shall submit to vote of the members present the question of guilt or acquittal. Two-thirds vote of members present and voting by secret ballot shall be necessary to convict. If more than one offense has been charged the vote shall be taken separately on each charge in the same manner.

Sec. 14. If the charges or any of them be sustained, or if the accused pleads guilty, a vote shall then be taken on the penalty, if any, recommended by the trial committee, but this recommendation may be amended and the vote shall be first upon the heaviest penalty proposed. It shall require three-fourths vote of members present and voting by secret ballot to suspend or expel. Any lesser penalty may be imposed by majority vote.

Sec. 15. Upon conviction for a first offense the maximum fine shall not exceed $50. Where suspension is provided as a penalty against a convicted member the period must be fixed and no right shall be affected other than that he shall not work at the printing trade during the period of suspension. Priority standing and benefits of continuous membership shall be retained by payment of dues and assessments as not at the trade. He shall be reinstated automatically at the end of the period of suspension without payment of any fee except that he shall pay any fine that may have been fixed as a part of the penalty at time of conviction.

Sec. 16. All expenses incurred in connection with the trial shall be borne by the union in case of acquittal: Provided, Fees of counsel shall not exceed pay for time lost at the scale of the union.

Sec. 17. A member charged with deliberate ratting may

be summarily expelled without citing him to appear for trial if the report of the investigating committee is supported by three-fourths vote of the members present and voting. A local union may expel any member of the International Typographical Union found guilty of ratting within its jurisdiction. Notice of such expulsion must be forwarded to the local union with which the expelled member was affiliated and to the Secretary-Treasurer of the International Union.

Sec. 18. When a union arraigns a member on any cause without its jurisdiction, and the party so arraigned has formerly been in good standing with the craft, it is the duty of said union to give him official notification of the charges preferred and allow him the privilege of defending himself in open meeting.

Sec. 19. When, through the action of a local union, a member is suspended and debarred from the right to work at the trade, and is subsequently proven guiltless of infraction of International or local laws, said local shall be compelled to remunerate, at its prevailing scale, such suspended member for the time lost while under suspension.

Sec. 20. The evidence of rats shall not be received in the trial of union men for any cause whatever, as they are under the ban of the union, and not recognized by it as honorable men. Evidence gleaned from the books and bookkeeper of an office should be considered good evidence on trial of a union man for violation of scale, unless surrounding circumstances or union evidence in rebuttal weakens or destroys it.

Sec. 21. No evidence shall be received or considered by a committee appointed to try charges except such as shall be offered at a regular hearing of the committee, at which all parties interested shall be, or shall have been, notified to be present.

Sec. 22. The accused may, if he so desires, waive any and all of the rights guaranteed to him by the constitution and by-laws; and upon such waiver the union may, by a majority vote, proceed to act. Nothing herein contained shall interfere with the appeal rights of the accused. The defendant to charges shall not be compelled to testify.

Sec. 23. A member charged with contempt of the union or a committee of the union shall be accorded full privileges of trial and upon conviction may be punished in the same manner as if convicted of another offense.

Sec. 24. Any member bringing charges against another which he fails to sustain by proper evidence may, by a two-thirds vote of the union, and without referring the matter to any trial committee, be censured or fined an amount equal to the expense of the trial, or both censured and fined.

Appeals.

Sec. 25. A member who has been convicted of any offense against the union or who believes his conviction was irregular or unjustified may appeal to the Executive Council by giving proper notice and following procedure governing such appeals.

Sec. 26. When a local discipline committee (authorized by section 12 of this article), or a local executive committee, has rendered a decision or verdict against a member or members, and appeal is taken therefrom, such appeal shall be acted upon at the next stated meeting of the subordinate union.

Sec. 27. When a subordinate union has taken an action or rendered a decision, any aggrieved member, members, chapel, or employer having a contract with said subordinate union, or any applicant for admission whose application has been rejected, may appeal as provided in the constitution and by-laws.

Sec. 28. Notice of intention to appeal to the Executive Council must be filed in writing with the president of the subordinate union with which the appellant is affiliated within five days after the action is taken or the decision rendered by the subordinate union.

Sec. 29. Appellant shall prepare and file with the president of the subordinate union two complete copies of appeal brief with all evidence and argument within twenty days after the action or decision of the subordinate union against which appeal is made.

Sec. 30. The respondent union shall have prepared two copies of its reply and file same with the president of said subordinate union within twenty days from date appeal brief is received. One complete copy of the reply containing all evidence and argument shall be immediately transmitted to appellant.

Sec. 31. Appellant shall have five days from date reply is

received in which to prepare and file, as above provided, a rebuttal brief. If no rebuttal brief is filed as above provided, one copy each of the original appeal and reply briefs shall be transmitted to the Executive Council and a decision rendered upon the evidence and argument contained therein.

Sec. 32. If appellant files rebuttal as above provided respondent shall have five days from date it is received in which to prepare and file surrebuttal, in which event the case shall be considered closed and copies of all documents transmitted to the Executive Council by the president of the subordinate union.

Sec. 33. The President of the International Union may extend the time in which either party is required to file argument and evidence in appeals to the Executive Council if, in his opinion, justice will be served thereby.

Sec. 34. When the contention of a member who has appealed to a subordinate union is sustained by action of such subordinate union and an appeal is taken to the Executive Council therefrom, the original appellant shall have the right to participate, or be represented by counsel, in preparation of respondent union's answer. Upon demand to the president of the subordinate union he shall be furnished with copies of all documents as transmitted to the Executive Council and he shall also be permitted to transmit to the Executive Council a reply to all evidence and arguments in the case.

Sec. 35. Where appeal is made against an action or decision of a subordinate union the action or decision of the subordinate union must be complied with by all parties pending decision by the Executive Council. In cases involving dues, assessments, fines, or other moneys assessed by the subordinate union against a member, a sum sufficient to cover the amount in dispute shall be deposited with the president of the subordinate union to be held in escrow until decision has been rendered by the Executive Council. When a subordinate union has rendered a verdict of censure, reprimand, suspension, expulsion, or revocation of membership, it shall not be enforced pending final decision if appeal be made as provided herein. Where a rejected applicant appeals in accordance with the provisions herein and the Executive Council sustains the appeal the local union shall

obligate the applicant upon payment of proper fees and dues.

Sec. 36. A member who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council as provided herein: *Provided*, When a subordinate union has made specific provision in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract.

Sec. 37. All parties to an appeal, in cases where documents are submitted, are required to make affirmation as to the truth of their statements. The written signature of the parties in interest shall be considered as such affirmation.

Sec. 38. Either the appellant or respondent may appeal against decision of the Executive Council, or any subordinate union affected as such by a decision or action of the Executive Council may appeal to the next succeeding convention of the International Typographical Union.

Sec. 39. The party or subordinate union desiring to appeal against a decision or action of the Executive Council shall give to the International Secretary-Treasurer notice of such appeal within sixty days of the date of the decision or action against which appeal is to be made: *Provided*, No such appeal shall be considered by a convention unless notice as herein provided shall have been given prior to the first day of the month in which the convention is held.

Sec. 40. Copies of all documents, evidence and arguments must be transmitted to the International Secretary-Treasurer within sixty days after notice of appeal shall have been given. All appeals to a convention must be in printed form and only the briefs, documents and evidence upon which decision of the Executive Council was based shall be presented to and considered by the committee on appeal: *Provided*, That appellant shall have the right to include in his printed appeal an argument based upon the decisions of the Executive Council from which the appeal is made.

Sec. 41. The appellant shall furnish to the International Secretary-Treasurer on or before the first day of the con-

vention at which such appeal is to be considered, not less than four hundred copies of the appeal and the International Secretary-Treasurer shall supply to each delegate in attendance a copy of such appeal.

Sec. 42. In cases of appeal by a subordinate union, a member, or members against a decision or action of the Executive Council the decision or action of the Executive Council shall be complied with unless and until such decision or action shall have been reversed by the convention: *Provided,* If such decision or action of the Executive Council be not so reversed the decision or action shall be final and there shall be no further appeal therefrom.

Sec. 43. Any subordinate union, member, or members refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member or members refusing to accept and observe decision of a convention upon a matter that has been appealed shall be subject to summary suspension by the Executive Council.

Sec. 44. Any subordinate union, member, or members not satisfied with the judgment of the court of last resort (the convention of the International Typographical Union) and who seeks redress in the courts, shall be required to deposit with the Executive Council an approved bond sufficient to cover the costs entailed by the International Typographical Union in defending the action, and the same procedure shall be followed when any member or members shall seek an injunction against the International Typographical Union or its officers or any of its subordinate unions.

Sec. 45. In no case shall a member appeal to a civil court or any other agency for redress from an action by the union until he has exhausted his rights of appeal under the laws of the International Union. Any member who violates this section shall be liable to summary expulsion by the Executive Council.

Article V.—Charters.

Section 1. Application for charters must be made upon the form prepared therefor, which may be had upon request to any International representative, or will be furnished upon application to the President or Secretary-Treasurer of the International Typographical Union.

Sec. 2. Any person under the band of expulsion in a subordinate union can not became a charter member of another union.

Sec. 3. A union applying for a charter is required to submit its constitution and by-laws for examination and approval by the International President, also a list of its officers and members.

Sec. 4. Each person signing an application for a charter shall pay the sum of $5, $2 of which shall be transmitted to the Secretary-Treasurer of the International Typographical Union in payment for the charter and outfit provided for in sub-section d of section 4, article viii, by-laws.

Sec. 5. A charter shall contain as the official designation of the union the name of the city or town in which it is located and none other.

Sec. 6. Where a city is absorbed in the corporation of another, and a union exists in both, the smaller union shall be merged into the larger.

Sec. 7. A subordinate union has not the right to erase the names of charter members (who may have ceased to be union members from any cause) from their charters and substitute others in their places. The charters (as to names) must remain as issued by the International Union. This shall not operate to prevent a union attaching to such charter, on a separate sheet, a sketch of the delinquency or degeneracy of any party whose name appeared thereon as a charter member.

Sec. 8. It is competent for a subordinate union to take a charter from any state within which it may be located, in order to protect itself in the possession of property and other legal rights, but the charter of the International Union is supreme, and governs in all craft matters where it does not conflict with the laws of the state or nation.

Sec. 9. A majority of a union can not by vote surrender its charter. A charter may be granted to eight applicants, and a union can not be dissolved while there are that number of members in good standing desirous of retaining the charter: *Provided*, That with consent of the Executive Council, two unions may consolidate by a two-thirds vote of each union; and *further provided*, that thirty days' notice of the proposed vote shall be given at a meeting of each union concerned.

Article VI.—Discipline—General.

Section 1. In offices under the jurisdiction of the International Typographical Union the foreman is the only person to whom to apply for work, and any person securing work, or attempting to secure work, in any department under the jurisdiction of the foreman, in any other manner than by application to said foreman, shall be deemed guilty of conduct unbecoming a union man, and, upon conviction before a trial board, shall be suspended or expelled, as three-fourths of the members may determine: *Provided*, That nothing in this section shall be construed to conflict with the rights of members holding situations to employ competent substitutes without consultation or approval of foremen.

Sec. 2. It shall be unlawful for any member of any subordinate union of the International Typographical Union to belong to any secret organization, oathbound or otherwise, the intent or purpose of which shall be to influence or control the legislation or the business of such local union or of the International Typographical Union, the selection or election of officers of such local or International Union, or the preferred or other situations under their jurisdiction. Any member guilty of a violation of this section shall, upon conviction of a first offense, be deprived of the right to hold office in the local or International Union; and upon conviction of a second offense, shall be expelled. Any member belonging to, or aiding in the formation of, any organization dual to the International Typographical Union may be summarily expelled by the Executive Council without formal trial upon proof of such fact satisfactory to the Executive Council. The failure (within 30 days of date of demand) of any member to declare under oath, his affiliation or non-affiliation with an organization declared dual by the Executive Council of the International Typographical Union, shall be deemed as proof that the member is affiliated with a dual organization. Any subordinate body of the International Typographical Union may be dissolved, or its charter may be revoked, or the International Typographical Union Executive Council may take full and complete charge of all the affairs of such organization when it is deemed necessary to protect the jurisdiction of the In-

national Typographical Union. Notice by first-class mail to last known address of any member from whom the Executive Council demands a declaration under this law shall be sufficient.

Sec. 3. Cashing of strings, or assignment of wages for any purposes, where an ultimate profit is received by members or others, is forbidden everywhere within the jurisdiction of the International Typographical Union, nor shall any member act as an agent for outside usurers. Printers' benevolent societies are not included in the operation of this act, if the society does not charge interest in excess of 1 per cent per week. Upon the presentation of charges, local unions shall try the issue and decide whether this section has been violated, and impose such penalties as may be deemed necessary.

Sec. 4. No member of a subordinate union shall be allowed to use the name or number of a local union or the name of the International Union as an imprint on commercial printing, or for any other purpose, without the sanction of the union.

Sec. 5. Any member of a subordinate union having wronged a sister union by the misappropriation of funds shall have his card revoked by the union of which he is then a member, upon such union being notified of the misappropriation, under seal of the union, unless the delinquency is paid and forwarded to the union in which he is a defaulter.

Sec. 6. Any member of a union engaging to take a situation in the jurisdiction of another union at a lower rate of wages than the scale of prices of the latter union calls for, is guilty of ratting, even though the situation may not be obtained.

Sec. 7. It shall be a misdemeanor, punishable by expulsion, for one union man to make application for the position of another union man in any office.

Sec. 8. Any member who shall counterfeit or imitate the International due stamp or working card, or knowingly use such imitations or counterfeits, shall be fined not less than $50, or be expelled from this union, as the circumstance may warrant, after trial has been accorded the accused.

Sec. 9. It shall be unlawful for a member of any subordinate union of the International Typographical Union

to perform a day's work in any office under the jurisdiction of the local union to which he or she may belong, and at the conclusion of the day's labor proceed to engage in active work at the case, or in a mechanical capacity, in another printing office in which said member is interested, financially or otherwise.

Sec. 10. When a vote is taken in a meeting of a subordinate union on a reduction of a scale, alteration of a scale, or any dispute as to the construction of a scale or in relation to the surrender of a charter, it must be by secret ballot, with white and black balls provided for the purpose—the white balls meaning "yea" and the black ones "nay." Any union violating this law shall be fined $10 for the first offense, and for the second offense its charter shall be suspended by the Executive Council, subject to the approval of the next session of the International Union.

Sec. 11. No member of a subordinate union shall be entitled to vote upon a proposed change in the scale of prices unless he has been a member of said union for the previous six months, and is in good standing, except where the union has been in existence for a shorter period; and it shall require a three-fourths vote, by secret ballot, of such qualified members present at the meeting to change an established scale of prices.

Sec. 12. It shall require a majority vote at a regular meeting, or a special meeting called for such purpose, to adopt a recommendation of a scale committee or to accept a counter-proposal received through conciliation.

Article VII.—Dues and Assessments.

Section 1. Every member, except those residing at the Union Printers Home, who shall be considered members in good standing (and who upon admission to the Home, may take the option of accepting payment of funeral and burial expenses, not to exceed $125, in the Home plot as a burial benefit and be exempt from mortuary assessment or claim the full benefit to which they would be entitled on payment of 35 cents each month, which amount must be paid and reported to the Secretary-Treasurer monthly), shall pay the International Typographical Union per capita tax and assessments for any given dues month on or before the tenth day of the next succeeding calendar month, and on payment

of the same shall receive from the local union in which membership is held an International working card or due stamp so canceled by the local officers as to indicate the month or months for which International dues have been paid.

Sec. 2. The dues months of each subordinate union shall end on the last Saturday of the calendar month and members shall pay assessments for that dues month on all wages received during the dues month, regardless of the particular day of the week which may have been selected for pay day in any shop. Every calendar month having four Saturdays will be a four-week dues month and every calendar month having five Saturdays will be a five-week dues month.

Sec. 3. Every member must demand, and shall receive, on payment of the proper sum, due stamps or a working card for each month's dues paid. The card shall show the sum paid for per capita tax, local dues, old age pensions and mortuary assessments, and such other assessments as may be levied by the local or International Union, and the date of said payments. It shall be optional with subordinate unions to choose either the adhesive stamps or working cards hereinbefore mentioned, but in every instance an adhesive stamp shall be attached or a stamped working card issued for each month's dues paid, and the stamp or card canceled to show the particular month's dues paid.

Sec. 4. The secretary of each local union shall make an itemized report each month to the Secretary-Treasurer of the International Union, showing the amounts of local dues, per capita tax and assessments collected from each member, the date when each member paid his dues and the dues month for which payment was made. The names of members shall be arranged in alphabetical order in the itemized report, except that where collection is made by chapels, the report may be arranged in alphabetical order by chapels. The itemized report and the stamp report required by Section 18, Article XX, By-Laws, for any dues months shall be transmitted to the Secretary-Treasurer of the International Union on or before the 20th day of the succeeding calendar month.

Sec. 5. In cases of members holding traveling cards and so situated as not to require active affiliation with any subordinate union, the per capita tax and assessments shall be

collected by the proper officer of the union in which said traveling card is deposited or presented for renewal, and the amount so received shall be shown on the card issued by affixing International due stamps in such a manner as to indicate the payment of monthly per capita tax and assessments in regular sequence; and the secretary of the union shall report to the Secretary-Treasurer the amounts collected for each month in the same regular sequence.

Sec. 6. Any member who is not in possession of an International working card for the current month, or to whose card International due stamps showing all dues up to the current month to have been paid, as provided in section 1, are not attached, shall be deemed as delinquent to the International Union, and shall not be entitled to any benefits, or to be a candidate for any office in the International Typographical Union.

Sec. 7. Members of subordinate unions or members holding traveling cards shall stand suspended when four months in arrears for local or International dues or assessments. Members suspended for non-payment of dues shall have no standing in the organization and shall not be entitled to benefits.

Sec. 8. It shall be the duty of subordinate unions, on request of a member who is sick or disabled, and who shows that he is in destitute circumstances, to protect his membership in the organization during such sickness or disability, the local union to be reimbursed for this expenditure by the member benefited after recovery.

Sec. 9. Local dues shall be charged from the first day of each month, except in cases where the member has paid the current month's dues, or in instances where the percentage system applies. In cases where members deposit traveling cards showing International per capita tax to have been paid in advance, local unions when collecting dues shall allow full credit for the amounts so paid.

Sec. 10. No member of a subordinate union shall be allowed to pay dues in the jurisdiction of one union while working under that of another; and no subordinate union shall receive dues as aforesaid. Dues of right belong to the union under whose jurisdiction the party is working.

Sec. 11. No subordinate union shall have authority to

assess its members for payment of life insurance premiums.

Sec. 12. Dues and assessments must be paid on all money deducted for group insurance, pensions of any nature, unemployment insurance, money received as a bonus, on vacation leave, gift or gratuity for services performed at the printing trade.

Article VIII.—Duties of International Officers.

The President.

Section 1. The President shall attend and preside at all conventions of the International Typographical Union during his term of office; he shall have the casting vote whenever there shall be an equal division on any question, except where he shall have voted on the call of the yeas and nays.

He shall require a faithful performance of duties on the part of all officers and a strict and businesslike manner of keeping all accounts, paying out money, and conducting correspondence.

He shall see that all moneys belonging to the International Union are properly deposited in responsible banks, in the names of the President and Secretary-Treasurer as such, and money shall be drawn from such banks only by check signed by the President and Secretary-Treasurer, and only then when both officers are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn.

He shall, with the approval of the Executive Council, appoint all necessary representatives, shall oversee and direct the operations of representatives, and shall, when necessary, visit such place or places as may require his presence or personal attention.

He shall establish and maintain a statistical bureau in the International office for the purpose of compiling information and statistics relative to the printing trade and general economic conditions, such data to be at all times available for use by subordinate unions.

He shall direct and maintain a bureau of education, which, in addition to the preparation of educational material for apprentices, shall prepare and sell, to members only, a course in advanced composition and such other educational

material as may equip members to master new operations which come under the jurisdiction of the International Typographical Union.

He shall direct and maintain a label bureau, which shall aid subordinate unions in the work of creating a demand for the use of the union label upon all printed products and publications.

He shall be the representative of the International Typographical Union to the International Allied Printing Trades Association, and shall appoint such other representatives to the maximum number to which this union is entitled.

He shall, before accepting the official bond of any officer, be satisfied that such bond is valid and in proper form, and for that purpose he is empowered and instructed to take competent legal advice upon the matter; he shall in case of his mismanagement or misappropriation of any funds of this union by any official charged with the custody, collection and disbursement thereof, at once proceed to collect the same from the official in default, or, in the event of the failure of such official to make good such deficiency, institute legal proceedings against such defaulting officer and his sureties.

Should inaccuracies appear in the report of the auditing committee of a local union, or if the International President has reason to believe there is a shortage or misappropriation of funds, he shall designate a representative to take charge of the financial affairs of such subordinate union and may appoint a certified accountant to make examination and audit the books and accounts of said union. The certified accountant so employed shall be authorized by the International President to take possesssion of all financial books, records and accounts of said subordinate union and make such audit and file such report as directed by the International President. The report and findings of the certified accountant shall be filed with the president of the subordinate union by the President of the International Union. The president of the subordinate union shall proceed in the civil or criminal courts, or in accordance with the laws of the International Union governing charges and trials, as the facts appear to warrant. The subordinate union shall bear the expense of the audit and prosecution of those responsible for the shortage or misappropriation.

Sec. 2. The president shall issue monthly a publication to be known as The Bulletin which shall contain statistical material; factual data; information helpful to local unions, the members thereof; to scale committees and boards of arbitration. There shall also be printed in The Bulletin decisions of the Executive Council rendered on appeals. Such official Bulletin shall not exceed forty pages in size and shall be supplied to the president and secretary of each subordinate union; to the chairman of any scale committee requesting the same and in so far as possible to the chairman of chapels of ten or more members.

Vice-Presidents.

Sec. 3. The Vice-Presidents shall perform such duties as are set forth in the constitution and as may be required by law. In the performance of duties assigned by the Executive Council, as provided in section 3, article vi, of the constitution, Vice-Presidents shall be under the direction and control of the President.

Secretary-Treasurer.

Sec. 4. The Secretary-Treasurer shall act as the financial officer of the International Typographical Union and as secretary of the convention of this union.

(a) *Conventions*—He shall have the reports of the officers of the International Typographical Union printed in pamphlet form, and a copy of such reports shall be mailed to every delegate-elect as soon as possible previous to the assembling of the convention; he shall publish in the July number of The Typographical Journal, as a part of the regular edition, the annual reports of the officers; he shall furnish each subordinate union, prior to the election of delegates, with two (or more where needed) copies of blank delegate certificates of election; he shall make a just, true and complete record of each and every day's proceedings, to be printed and laid on the desks of delegates each morning during the sessions of the convention; he shall, immediately after the final adjournment, cause the same to be made up in the form of The Typographical Journal, and published with a regular edition of that paper at as early a date as possible; he shall, in connection with the Presi-

dent, compile and publish in uniform size, within sixty days following the canvass of the vote on amendments submitted to the membership after each convention, a Book of Laws, containing the Constitution, By-Laws, General Laws and Convention Laws of the International Typographical Union, also the Constitution, By-Laws and Rules of Government of the Union Printers Home, and distribute copies thereof to local unions in sufficient numbers to supply their full membership.

(b) *Funds*—He shall procure interest whenever possible on all funds deposited by him on the direction of the Executive Council, and cover the same into the treasury of the International Union; he shall have the custody of all bonds, to secure the deposit of the funds of the International Union; he shall draw moneys from bank only by check signed by the President and himself; he shall require all bills against the International Union to be itemized, and shall only pay such bills as are in accordance with the order of the International Union direct, or its laws, and after approval of the President; he shall have the books of deposit with all banks balanced at the end of each calendar month; he shall submit all his books and accounts to the expert accountants twice a year; he shall send all receipts for money received from financial officers of subordinate unions to the disbursing officers of said unions, acknowledging, by postal or otherwise, the receipt thereof to presidents of such subordinate unions, stating what month the payment is for, the amount and by whom sent; he shall at least once each month transfer and pay over all moneys by him held to the credit of the Union Printers Home fund, to the Secretary-Treasurer of the Union Printers Home corporation, and shall take his receipt therefor; he is authorized to pay the assessments of the American Federation of Labor as they fall due; he is authorized to pay to the Canadian Trades and Labor Congress a per capita tax of 1½ cents monthly on all members of the International Typographical Union in good standing in the Dominion of Canada; he shall keep a file of the bonds of the fiduciary officers of subordinate unions and notify the president and secretaries of such unions that said bonds are about to expire thirty days previous to such expirations; and he shall keep at headquarters a set of books in which shall appear the names of all

of the members of the International Typographical Union, together with the sum of money paid by each as per capita tax and assessments to the International Typographical Union in monthly sequence, as reported by the secretaries of subordinate unions, and these books shall show the standing of the members in the organization.

(c) *The Typographical Journal*—He shall publish in The Typographical Journal: A sworn statement of the balances of his bank books of deposit monthly; a full monthly statement of receipts and disbursements of all kinds; on or before the first of each month a list of arrearages of subordinate unions, and if said arrearages are not paid within thirty days thereafter the presidents of all such unions shall then be officially notified; he shall exclude from the columns of The Journal all communications or other matter impugning the motives or reflecting upon the honesty of members of this union; he shall provide for the President and for each member of the Executive Council, a department in which each of the officers, without interference or censorship, may discuss or present to the membership any matter or topic pertaining to the business or interest of the membership of this union; *Provided*, It shall be unlawful to use this department to promote or oppose the nomination or election of any candidate or candidates for International office, and it shall be unlawful to permit correspondence of a political nature to appear in The Typographical Journal.

(d) *Supplies*—He shall furnish subordinate unions with bound copies of the Union Traveling Card, in books of 25, 50 or 100 cards, as may be desired at the rate of $3 per hundred, upon application; blank books for traveling cards received and issued, and blank applications for the mortuary benefit; he shall prepare a "charter outfit," to include books, blanks and seal, and a form of "Petition for Charter," and no charter shall be granted unless presented on this form.

(e) *Miscellaneous.*—He shall conduct all his business, correspondence, etc., in a prompt and systematic manner, keeping files, etc., of all documents, and copies of all correspondence; he shall have power to procure all necessary printing required by the officers in conducting the official correspondence and other business of the union, and shall employ such assistants as shall be deemed necessary by the Executive Council.

(f) *Membership Record and Register Number.*—He shall establish and maintain in his office a complete record of all journeymen active members of the International Typographical Union. This record shall contain the age of each member, the date of his initiation, where initiated; the date and cause of suspension or expulsion, the date of reinstatement of re-initiation, together with the date of death and such other matter as may be deemed necessary by the Executive Council to determine the continuous membership of any member of the International Typographical Union. Every member shall furnish on a blank provided for his use the date of his birth, the date of initiation and such other statistics as are necessary to show clearly the length of his continuous membership. The membership statements filed with the Secretary-Treasurer are only for the use and information of the officers of the International Union in the payment of benefits contingent upon continuous membership. The Secretary-Treasurer of the International Union is hereby authorized and instructed to refuse to make public the record of any member except as the business of the International Union may require. Every member shall be assigned a register number by the Secretary-Treasurer of the International Typographical Union, and he shall thereafter be officially known by such register number. Such books as are necessary for the use of local unions in keeping a proper record of their members, and the payments of dues and assessments made by such members, shall be kept in stock by the Secretary-Treasurer of the International Typographical Union and sold to local unions at a price to be determined by the Executive Council: *Provided*, It shall not be obligatory upon the part of local unions to purchase their record books from headquarters. Any local union desiring to do so shall have the privilege of printing its own record books and arranging them so as to permit of the keeping of data in addition to that required by the International Union.

Executive Council.

Sec. 5. Meetings of the Executive Council shall be held on call of the President in such city at such place and time as the President shall direct for the transaction of such

business as may be properly placed before the Executive Council for consideration. Such notice may be either verbal or written. Notice of meetings shall be given through the International Secretary-Treasurer and whenever so directed by the President, notice to three members shall be sufficient. At any meeting of the Executive Council three members, two of whom shall be the President and Secretary-Treasurer, shall constitute a quorum. The vote of three members of the Executive Council shall at all times be necessary to decide any question, approve or disapprove any matter properly brought before it for consideration and decision. Any action supported by three members shall be accepted as an action of the Executive Council of the International Typographical Union: *Provided,* The Executive Council shall not take action or render a decision which shall interfere with the duties or obligations specified for the President or Secretary-Treasurer in the constitution.

Sec. 6. Appeals and other questions requiring action by the Executive Council may be submitted individually to members in document form and the vote recorded in the same manner and with the same effect as hereinbefore provided.

Sec. 7. The Executive Council shall have jurisdiction over and shall decide all appeals against a decision or an action of a subordinate union; all disputes or differences arising between subordinate unions; controversies and differences between employers and subordinate unions.

Sec. 8. The Executive Council shall have authority to interpret and enforce contracts and agreements; interpret and construe the laws of the International Union and subordinate unions; and it shall have authority to enforce such interpretation and construction unless and until reversed on appeal as herein provided. It shall have the power and jurisdiction to decide all questions properly brought before it relating to the business and affairs of the union. It shall have such further powers and perform such other duties as may be set forth in the constitution and laws.

Sec. 9. Any member affected by a decision or action of the Executive Council, or any aggrieved subordinate union, shall have the right to appeal to the next succeeding convention of the International Typographical Union.

Representatives.

Sec. 10. It shall be the duy of each representative to correspond with or visit such town or places where no union exists and there are printers or allied craftsmen at work, as the President may direct, with a view to encouraging them to embrace unionism. He shall examine the books and business methods of such unions as he may visit, and shall recommend to said unions any changes that will tend to safeguard the finances or facilitate the business of the union: *Provided*, however, That no International representative shall take charge of the affairs of a local union until so requested by said subordinate union.

Article IX.—Election of International Officers.

Qualification of Candidates.

Section 1. The qualification of candidates for office in the International Typographical Union shall be as follows: 1. Membership in the International Union and in continuous good standing for at least one year previous to making a declaration as candidate and previous to the acceptance of the nomination ("continuous good standing" means that a member must have paid his dues and assessments each month as provided by International law), and freedom from delinquency of any nature to the International or subordinate unions. 2. Membership in a subordinate union which has paid per capita tax and discharged all other financial obligations due this International Union. 3. For Third Vice-President, membership in a mailer's union. 4. Candidates for office in trade district unions who, by virtue of their office, become officers of the International Union shall, in addition to the preceding qualifications, be subject to the qualifications provided for in the laws of their respective trade district unions.

Declaration of Candidacy.

Sec. 2. Members of subordinate unions who desire to be candidates for office in the International Typographical Union shall announce such candidacy in the December and January issues of The Typographical Journal preceding the date fixed by law for the making of nominations. Candi-

dates when making such announcements shall accompany the same with a certificate signed by the president and secretary of the local union to which they belong, and bearing the seal of the union, certifying that they have been in continuous good standing for one year previous to November 1 of that year. Announcements shall not exceed in space four lines of six-point type the full width of one column of The Typographical Journal, and shall contain the following:

Name .....
Candidate for .....
Member of..... Union No.....
Continuous active member for .....years.

These announcements shall be properly classified under the heading of "Candidates for International Offices," and shall be further classified under appropriate sub-headings, designating the office for which the member is a candidate, and this publication shall be an official notification to the officers and members of subordinate unions of the candidacy of such members for the office designated.

Nomination of Candidates.

Sec. 3. Subordinate unions may nominate at the regular meeting in February one candidate for each elective office. Nominations shall be made by ballot and the names of all members who have announced their candidacy as is provided in the preceding section shall appear thereon. Candidates for President, First Vice-President and Secretary-Treasurer who receive a majority of the votes cast shall be recorded as having received the endorsement of the union. Candidates for other offices who receive the highest number of votes shall be recorded as having received the endorsement of the union. It shall be the duty of one of the secretaries of each subordinate union taking action to immediately notify the Secretary-Treasurer, who is directed to close nominations at 12 M. (noon) on March 8, those received after that time to be disregarded; the Secretary-Treasurer shall publish in the April issue of The Typographical Journal a list of nominees and nominators, declaring the five candidates for each office who have been supported by the largest number of unions as nominees

for the offices for which they were respectively named: *Provided*, That candidates for the office of President, First Vice-President and Secretary-Treasurer shall have at least fifty endorsers, and all other candidates, except those for offices allotted to the allied crafts, shall have at least twenty endorsers. Candidates for offices alloted to the allied crafts shall have at least five endorsers.

Sec. 4. Within forty-eight hours after closing of nominations, the Secretary-Treasurer shall mail notices of their nominations to all eligible candidates, and each candidate so notified shall on or before 12 M. (noon) of March 25, inform said Secretary-Treasurer of his acceptance of the nomination. Each candidate, when sending notices of acceptance of a nomination, shall also file with the Secretary-Treasurer a statement that he or she has been in continuous good standing for one year previous to March 1 of that year, and said statement shall be attested by the president and secretary of the local union, with the seal of the union attached. On failure to comply with this law it shall be the duty of the Secretary-Treasurer to strike the delinquent's name from the list, inserting in lieu thereof the name of the next eligible candidate. He shall also forward with his acceptance of the nomination, if he desires to use the space allotted him, his letter for the April issue of The Typographical Journal provided for in the following section.

Sec. 5. Candidates who have received the requisite number of endorsements and who have filed their acceptance of the nomination for office sought, shall be entitled to space in the April and May issues of The Typographical Journal for the publication of reasons and arguments in support of their candidacy, such matter to be personally prepared by the candidates, and no candidate shall issue, or sanction the issuance of, any other literature or printed matter in his behalf, unless signed by the candidate or three members in good standing of the International Typographical Union: *Provided*, That the letters of candidates for President, First Vice-President, Second Vice-President, and Secretary-Treasurer shall not exceed two thousand words each; letters from candidates for other offices shall not exceed three hundred words each: *Provided, further*, that the letters of all candidates shall be subject to and governed by sub-section c, section 4, article viii. of the By-Laws. It shall

be the duty of the Secretary-Treasurer to properly arrange the letters of all candidates under a general heading of "Political Section," and sub-classify them under appropriate heading designating the office and the candidate in whose interest the publication is made. All such matter shall be set in type uniform in size and style with the general body type of The Typographical Journal. The "Political Section" herein provided for shall appear in The Typographical Journal for the months of April and May preceding the election.

Sec. 6. The Secretary-Treasurer shall, as soon as possible after the foregoing provisions have been complied with, prepare and have printed ballots containing the names of all candidates who have qualified: (a) Names shall be arranged according to the number of nominations received. (b) When a tie occurs the name shall be drawn by lot. (c) Each candidate's name by the name and number of the union of which candidate is a member. (d) The ballot shall bear the official seal of the International Typographical Union. (e) The ballot shall be so constructed that a voter can with ease designate his or her choice by making cross (X) opposite the names of candidates for whom he or she desires to record his or her vote. (f) The International Secretary-Treasurer shall supply to secretaries of subordinate unions a sufficient number of ballots, free of cost, that all members of each subordinate union shall have opportunity to vote. (g) He shall also have prepared and supply to local secretaries two tally sheets. (h) He shall also have prepared and supply to local secretaries one envelope of proper size to carry the tally sheet, which envelopes shall be addressed to the International Secretary-Treasurer. (i) The return envelope shall have printed thereon in plain type the following words: "This envelope contains only election returns from Typographical Union No.——." (j) The necessary election supplies provided for herein shall be prepared before April 20 of year in which election of International officials occurs. (k) No ballots shall be used at such elections except those issued by the International Secretary-Treasurer in accordance herewith.

Sec. 7. In event of death of any candidate for President, Secretary-Treasurer, First Vice-President, Second Vice-President, or Third Vice-President regularly announced in

the December or January issues of The Journal, or in the event of a vacancy because of death of any candidate on the official ballot for the above-mentioned offices, such vacancy may be filled by petition of fifty subordinate unions in the case of President and Secretary-Treasurer, and twenty subordinate unions in the case of First Vice-President, Second Vice-President and Third Vice-President; action by local unions to be taken at regular meetings or special meetings called for the purpose; and the Secretary-Treasurer shall be notified immediately, as provided in section 3, governing nominations for office, at the union meetings held in February. The notifications from subordinate unions of their nomination of a candidate or candidates by petition under this section must be in the hands of the Secretary-Treasurer not later than 12 M. (noon) the first Wednesday of May preceding the election: *Provided*, Subordinate unions which appear as endorsers of one candidate eligible to a place on the official ballot shall not be eligible to petition on behalf of another candidate for the same office under the provisions of this section.

Elections.

Sec. 8. Elections shall be held on the third Wednesday in May: *Provided*, That local unions may by law fix hours during which ballot boxes may be open for the purpose of voting at any time between midnight of the Tuesday preceding the third Wednesday in May and 12 noon the following Thursday, (a) Subordinate unions must provide opportunity for their members to cast their ballots in accordance with the election laws of the International Typographical Union: *Provided*, That in chapels of 10 or more where a member is off on Wednesday he may procure his ballot no earlier than Tuesday at 8:00 A. M. and where off both Tuesday and Wednesday he may procure his ballot no earlier than Monday at 8:00 A. M. and place it in a sealed envelope containing a chapel seal on it and then personally deposit it in the official ballot box in the presence of a duly elected member of the chapel election board as provided in sub-section "e" below. (b) Subordinate unions shall establish within their jurisdiction a voting place centrally located and easily accessible, to be known as the secretary's chapel and to be in

charge of at least three members of the union, elected by the union, to be known as the election board of the subordinate union. Secretaries of subordinate unions shall not distribute official ballots to individual members in advance of the day of election except in the cases provided for in subsection "a" above. Ballots shall be delivered only to the election board and to members authorized to receive same where necessary to take the vote in chapels. (c) Members not attached to any chapel shall cast their ballots in the secretary's chapel. Members in chapels of less than ten members may cast their ballots in the secretary's chapel or subordinate unions may regulate by law the method of taking the vote in chapels of less than ten members. (d) Each member entitled to vote shall be provided with a clear unmarked ballot and given full opportunity to privately mark and personally cast same in a sealed box provided by the union for that purpose. (e) In chapels with a membership of ten members or over the vote must be taken in chapels, tabulated by a board of not less than three members of the chapel elected by the chapel. Such board shall make return of the chapel vote, together with all used and unused ballots, to the election board of the subordinate union within twelve hours after the close of the poll. Chapel election boards shall post in their respective chapels a duplicate of the return sheet sent to the local election board. (f) Local election boards shall post the total vote received by each candidate in their respective unions in a manner that may be available to all interested members. (g) A copy of the returns made to the Board of Electors shall be preserved in the records of the subordinate union. (h) The accredited representatives of any candidate for an International office shall be admitted to the polls of any subordinate union, either printers or mailers, and shall upon demand be furnished with a copy of the list of voters. They shall be allowed to check the list as the votes are cast, to observe the method and manner of voting and casting the ballots and shall be allowed to be present and observe the counting and tabulating of the votes, Such representatives shall be members in good standing of the International Typographical Union.

Sec. 9. Any subordinate union refusing or neglecting to hold an election as required by this law shall be disciplined as the Executive Council may direct.

Sec. 10. Local unions are instructed that, in canvassing the returns of their members, no votes shall be counted other than those recorded on official ballots furnished by the Secretary-Treasurer of the International Typographical Union.

Sec. 11. No member of a subordinate union shall be eligible to vote for local officers unless he has been a member of said local for not less than thirty days previous to said election, and must be in good standing: *Provided*, That subordinate unions can require a longer length of membership, not to exceed ninety days, except where a local has been in existence a shorter period.

Sec. 12. All members residing at the Union Printers Home, constituting the Union Printers Home chapel, shall be permitted to vote in all International Union elections and referendums. At the April meeting of the Union Printers Home chapel nominations shall be made for six members to act as an election board, the vote for the said nominees to be taken within two weeks of said nominations. (Provided, however, that should the chapel at any time, or for any reason, fail to act as above provided; or should said chapel at any future date be dissolved or declared nonexistent, the Superintendent shall call a meeting of residents not later than May 1 preceding the International Union election to nominate candidates for such board of elections and set a date for its election.) The member receiving the highest vote shall be chairman of said board, and make arrangements with the Superintendent for an adequate central polling place; notify the residents by placing notices on the bulletin boards of the date, time and place for voting of those residents physically able to repair to such central polling place to cast their ballots, and shall appoint three members of such duly elected board to canvass the hospital and sanatorium to receive and record the votes of those members who, by reason of their illness or affliction, may be confined therein, to the end that no one may be deprived of the privilege of voting. If such confined member, through illness or affliction, is unable to mark his ballot, he may request the assistance of a member of the canvassing board, who shall thereupon read the complete list of candidates for each office, as they appear on the official ballot, and mark the ballot in the presence of another member

of the election board according to the express wish of said ill or afflicted member, reading back to the elector the ballot as marked. At the close of the polls the entire board shall count the ballots and make the returns upon the tally sheets furnished by the International Secretary-Treasurer, and forward same in sealed envelopes, furnished for that purpose, to the International Board of Electors by registered mail. All sections of the by-laws governing the holding of any election, not in conflict with the foregoing, are to be followed. Payment for the services of such Home election board shall be made from Home funds, and be fixed by consultation between the Superintendent and chapel chairman; but in no case less than $6 nor more than the maximum scale of Colorado Springs Typographical Union No. 82 per day per member.

Sec. 13. The president and secretary of such subordinate union shall forward to the International Board of Electors within forty-eight hours a true copy of the vote of the subordinate union, such returns to be made under the official seal of the union: *Provided*, That unions of over 2,000 members may make return within seventy-two hours after the close of balloting. Such returns shall be made upon tally sheets furnished by the International Secretary-Treasurer and be forwarded in envelopes likewise furnished. Nothing other than the return of the vote by the local union shall be enclosed in such envelope.

Sec. 14. Ten days prior to an election, the Secretary-Treasurer shall send to each subordinate union official return sheets in duplicate and an official election return envelope, to be addressed to the "Board of Electors, International Typographical Union, Lock Box——, Indianapolis, Indiana."

Sec. 15. It shall be the duty of the International President and Secretary-Treasurer to secure, prior to the date of any International election, a postoffice lock box to which the returns shall be mailed. The President and Secretary-Treasurer, or their representatives, shall take the returns from the lock box each day and deposit them in a securely locked box at headquarters, making a check sheet of each envelope received.

Sec. 16. The board of electors shall be composed of one representative of each of the two candidates for President

and Secretary-Treasurer having received the greatest number of endorsements and the candidate for First Vice-President having received the greatest number of endorsements, such representatives to be certified to the Executive Council ten days prior to the date of the election. The official representative of the candidates herein specified shall be paid $15 per diem while so acting, but in no event for a longer period than twelve days.

Sec. 17. It shall be the duty of the board of electors to meet on the tenth day following an International election, organize by electing a chairman and in the presence of the International President and Secretary-Treasurer, open the box containing the election returns from subordinate unions and begin the canvass of the vote. Upon completion of such canvass, the board of electors shall submit a notarized report to the International President and Secretary.

Sec. 18. The board of electors as constituted by this article shall have custody of the returns during the period of the canvass and may designate the manner in which such returns are to be preserved following completion of the canvass and the period of preservation.

Sec. 19. The board of electors shall not count votes cast by subordinate unions that have not complied with the provisions of section 13 of this article. (a) The vote of unions situated at such a distance from headquarters that the returns can not reach headquarters in the prescribed time shall be counted if they are received before the canvass of the vote is complete. (b) The board of electors shall make a distinct announcement of the successful candidates, who shall assume office beginning on the date provided in the constitution, section 3, article v. (c) Any candidate for a place on the Executive Council shall be entitled to have one representative present at all sessions of the board of electors during the time returns are being canvassed and its report formulated.

Sec. 20. The report of the board of electors shall be printed in detail in The Typographical Journal.

Sec. 21. Candidates for President, First Vice-President, Second Vice-President and Secretary-Treasurer who receive a majority of all votes cast shall be declared elected. For all other offices candidates who receive a plurality of all votes cast shall be declared elected. In the event no can-

didate for President, First Vice-President, Second Vice-President or Secretary-Treasurer receives the majority necessay to elect on the first ballot, the board of electors shall direct the Secretary-Treasurer to prepare and issue ballots containing the names of the two candidates who receive the largest number of votes and subordinate unions shall hold an election on the fourth Wednesday in June, the election to be conducted in the same manner and the result to be certified in the same way as obtained in the preceding election. When there is a tie vote between candidates for any office other than President, First Vice-President, Second Vice-President and Secretary-Treasurer the decision shall be by lot in a manner to be determined by the tied candidates.

Sec. 22. Unions competent to nominate candidates for Vice-Presidents allotted to branches of the trade other than printers shall be restricted to those composed of members engaged at the respective trades.

Voters, Qualifications and Restrictions.

Sec. 23. The qualifications of voters shall be: (1) Possession of a current working card, and freedom from delinquency of any nature to the International or subordinate unions. (2) Membership in a subordinate union which has complied with section 5, article ix, Constitution, by paying April per capita tax and pension and mortuary assessments on or before May 20. (3) Members working in localities in which no local union exists, and who are in no way indebted to the International Typographical Union, shall have the same rights as other members on all matters submitted to the referendum. The Secretary-Treasurer shall see that such members are given the opportunity to exercise this right.

Sec. 24. Every member of the International Union shall be entitled to a vote for all officers, except as otherwise provided.

Sec. 25. Every member of the International Typographical Union in good standing shall be entitled to vote on all propositions submitted to the referendum.

Sec. 26. Subordinate unions have not the right to require that their members shall hold regular situations before they shall be entitled to vote or hold office.

Sec. 27. Any candidate for any office within the gift of the International Union or any subordinate union who shall pay, or offer to pay the dues and assessments of any member of the union for the purpose of making such member eligible to vote, shall be deemed guilty of bribery and shall be punished as the International or local union may direct.

Sec. 28. Members shall be allowed to vote but once at an election of International officials: *Provided*, That if those charged with the conduct of the election of a subordinate union, or any of them, have reasons to believe that a member has voted under the jurisdiction of a sister union, or any member challenges his right to vote on account of his having exercised that right previously, he shall be permitted to vote on signing the following: *"I hereby declare on my honor that I have not voted for International officers at this election, and I make this declaration with a full knowledge of the fact that misrepresentation renders me liable to discipline."*

Tampering with Elections.

Sec. 29. Any member convicted of misrepresenting returns, altering, mutilating or destroying deposited ballots, or voting fraudulently or illegally, or if intimidating others by threats or otherwise interfering with a member in the exercise of his or her right to cast his or her ballot, shall be punished as the local union may determine; in no case shall the penalty be less than a fine of $25 and the member so convicted shall forever be disqualified for either elective or appointive office within the jurisdiction of the International Typographical Union. It is further provided that for the purpose of preserving the purity of elections and integrity of this law the Executive Council, all other laws or parts of laws to the contrary notwithstanding, is empowered to proceed against an alleged offender and mete out punishment as in the opinion of a majority of the council is just and equitable.

Obligation for Officers.

Sec. 30. Incoming elective officers of the International Typographical Union shall subscribe to the following obligation:

I (give name) hereby solemnly and sincerely swear (or affirm) that I will perform all the duties of the office to which I have been elected to the best of my ability and will ever uphold the integrity of the International Typographical Union and strive for the advancement of its members.

Delegates and Alternates.

Sec. 31. No member of a subordinate union shall be eligible to election as delegate or alternate to the International convention unless he or she shall have been a resident member of and in good standing in such subordinate union at least six months immediately preceding the date on which said election is held, but this latter qualification shall not apply to the delegate or delegates, alternate or alternates of a union organized within a less period than six months.

Sec. 32. No member of a subordinate union shall be allowed to vote for delegate to the International Typographical Union convention unless his or her card shall have been deposited with the secretary thirty days preceding said election. Subordinate unions have not the right to extend the period fixed by this section.

Sec. 33. The election of delegates and alternates to the International Typographical Union convention shall be held on the third Wednesday in May preceding the meeting of the convention in accordance with section 8, article ix, subsection (d), by-laws. In case where a tie vote for delegate or alternates is declared another election shall be immediately ordered by the local officers.

Sec. 34. The number of delegates to which a union shall be entitled must be determined by the average membership on which it paid per capita tax during the twelve months immediately preceding the issuance of the call.

Sec. 35. At the same time delegates to the International Typographical Union convention are elected, subordinate unions shall elect the same number of alternates, who, in case of death or inability of said delegates to act, shall be entitled to the full power and privileges accorded delegates.

Sec. 36. The delegates chosen to attend the convention of this union shall hold office until the election of their successors, and in case of vacancies subordinate unions are authorized to at once proceed to elect a delegate or delegates as successor or successors. Each delegate must be furnished

(for presentation to this union) with a certificate of election, duly authenticated by the seal of his subordinate union, according to the following form, viz.:

To the International Typographical Union of North America:

We hereby certify that..... *being qualified as required by section 31, article ix, of the International By-Laws, was legally elected delegate from this union to the International Typographical Union convention, on the..... day of ....., 19....., his term of office to begin on the first day of the next convention of the said union to be held at .....*

Given under our hands and seal of the.....Union No....., this.....day of ..... A. D.....19.....

[seal] .....*President.*

.....*Secretary.*

.....*Delegate's Signature.*

Sec. 37. Return (under seal) of such delegates-elect and alternates must be mailed to the Secretary-Treasurer within forty-eight hours after election.

Sec. 38. The expenses of said delegates to the convention of this union shall be defrayed by the subordinate unions they respectively represent.

Sec. 39. The Secretary-Treasurer, before the meeting of the International convention, shall prepare a roll of the delegates-elect, and place thereon the names of those persons, and such persons only, as shall be shown to have been elected in accordance with the laws of the International Union and of subordinate unions, as certified by secretaries of subordinate unions. In cases of contests, the delegate having credentials in proper form shall be seated, buf the names of the parties claiming election shall be submitted to the International convenioth for final decision on the contest or protest. Where unions have not complied with the laws of the International Union the names of delegates from such unions shall also be submitted.

Sec. 40. No delegates shall be entitled to vote in the convention of the International Union whose union has not previously paid over to the proper officers of the International Typographical Union the per capita tax and all indebtedness of his union. No member of a subordinate union shall

be eligible to election as delegate whose wearing apparel does not bear at least five union labels.

Sec. 41. Any subordinate union may, by such vote of members present as local by-laws provide (which shall not be less than three-fourths majority), instruct its delegates to a convention of the International Typographical Union at any regular meeting after election of delegates and previous to said convention: *Provided*, Notice of such action has been given at a previous meeting.

Article X.—Fiscal Year.

Section 1. The fiscal year of this union shall commence on the twenty-first day of May, and end on the twentieth day of May in each year.

Article XI.—Funds and Revenue.

Section 1. The Secretary-Treasurer shall prepare and sell to subordinate unions, through the proper officers, at a face value equal to the monthly per capita tax of the International Typographical Union, adhesive stamps, and working cards with stamps of equal value printed thereon, to be known as International due stamps and working cards.

Sec. 2. The Executive Council shall take immediate steps to secure the funds of the International Typographical Union in excess of $50,000 (the amount of the bond of the Secretary-Treasurer), by investing such excess in bonds of the United States, or in approved, non-taxable state, county, township, city or school bonds, and said investments to be made by the President and Secretary-Treasurer under the order of and with the approval of the Executive Council: *Provided*, That if the Executive Council deems advisable, it may order the President and Secretary-Treasurer to deposit the funds of the International Typographical Union in any reputable bank or banks to be selected by the Executive Council, and accept as security for such deposits bonds from any approved surety company of good reputation, and such deposit bonds shall be made payable to the President and Secretary-Treasurer and their successors as trustees for the International Typographical Union and its members, and for any breach of said bonds the President and Secretary-Treasurer and their successors shall be author-

ized in their name as such President and Secretary-Treasurer as trustees for the International Typographical Union and its members to bring suit against any defaulting bank and its surety or sureties.

Sec. 3. The moneys of this union used for defensive purposes shall be drawn on only for the following objects: For the sustaining of legal strikes or lockouts of subordinate or affiliated unions; for the payment of expenses of officers or representatives of this union when engaged in the settlement of disputes or the formation of new unions, and for such other purposes; relating strictly to the business of this International Union, as the Executive Council may deem wise or necessary.

Sec. 4. Whenever a union which has complied with all laws shall have within its jurdisdiction a lockout, strike or other trouble of like nature, it shall be entitled to such assistance as the Executive Council shall deem necessary, or as shall be directed by the International Union laws to meet such cases.

Article XII.—Honorable Withdrawal Cards.

Section 1. Members in good standing who cease to work at the business shall be entitled to the withdrawal card issued by this union, which exempts them from the payment of all dues, and deprives them of all offices and benefits whatsoever. Application for withdrawal cards shall be granted or denied by vote of the local union of which applicant is a member. An honorable withdrawal card shall not be issued unless applicant shall have been fully informed in writing by an officer of the local union as to any rights he may have under Section 6, Article VII, and Section 1, Article XVIII, By-Laws.

Sec. 2. The withdrawal card shall contain on its obverse side the following words:

International Typographical Union.

....., 19.....

This certifies that....., *the holder hereof, was at this day and date a member in good standing of the International Typographical Union, and at his request is granted this Honorable Withdrawal Card, which exempts him from all dues or taxes whatsoever, and*

acquits him of all rights to benefits of any kind whatsoever in said organization; and he is required to deposit same with the proper officer before again accepting work at the printing trade; and he promises not to violate any trade requirement of the said International Typographical Union, or its subordinate bodies, while holding this card.

The holder of this withdrawal card understands that it terminates his membership, and that his continuous membership in the International Typographical Union will date from the time of its deposit in and acceptance by a subordinate union.

The holder of this card may, at his option, at any time within sixteen (16) months from the date hereon, deposit this card and retain continuous membership in the International Typographical Union by payment of all accumulated dues and assessments due the subordinate union issuing this card and the International Typographical Union.

Witness our hands and seal of..... Union No....., the day and year first above written.

.....President.

.....Secretary.

.....Applicant.

Countersigned..... Sec.-Treas. I. T. U.

The reverse of the card shall contain the following, which must be subscribed to when the holder deposits same for the purpose of resuming active membership.

I hereby affirm, on my honor as a man, that since receiving this card I have not worked at the printing trade nor been guily of violating any regulation of the International Typographical Union, or any union subordinate thereto; and this declaration is made with the full knowledge that any willful misrepresentation renders me liable to discipline.

.....Signature.

The withdrawal card issued by trade district unions shall be similar to the above with only such changes and additions as may be necessary.

Sec. 3. Immediately on returning to work at the business, the holder of a withdrawal card shall deposit the same with a subordinate union of the International Typographical Union, subject to the approval of the authorities issuing it, and if on such deposit it shall be found he has violated

no laws or rules of the International Typographical Union, he shall be placed on the active list. Withdrawal cards shall not be accepted in a jurisdiction where there is a ban on traveling cards except in locals where said withdrawal card has been issued.

Sec. 4. A member of a subordinate union working regularly at the business can not demand the right of withdrawing from the union on the plea of economizing expenses or of inability to pay his dues; and a union, in such case, is justified in refusing to issue a card.

Sec. 5. When the holder of an honorable withdrawal card loses the same he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Typographical Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made. Duplicates shall be furnished from a series separate from the regular honorable withdrawal cards and have printed thereon the words "Duplicate Card." No duplicate for a lost honorable withdrawal card shall be issued except with the consent of the union issuing the original card.

Article XIII.—Impeachment.

Section 1. In the event of the suspension from his official position of any elected International officer, by the President or his impeachment by the Executive Council, the officer so suspended or impeached shall be furnished with a detailed statement of the reason for such action. A trial board composed of the presidents of the five subordinate unions which have paid per capita tax upon the largest number of members during the fiscal year preceding such suspension or impeachment shall be directed to proceed to the headquarters city and shall constitute a trial board to try such officer upon the charges presented. The decision of said trial board shall be rendered within thirty days from date of suspension or impeachment and shall be the decision of this International Union, subject to appeal to the convention next following.

Sec. 2. Any member of the Union Printers Home corporation may be impeached for ineligibility or for the commission of an indictable offense, or for violation or willful

disregard of his duties of membership. When charges, based upon any one or more of the above enumerated grounds, have been made to the Executive Council against any member of the corporation, and, after trial, have been proven, the Executive Council shall thereupon enter an order of impeachment, which shall be deemed an order of the International Typographical Union, and the Executive Council shall forthwith thereafter certify such order to the Secretary of the Union Printers Home corporation, who shall take such steps as may be proper under the by-laws of that corporation to procure the resignation of the member so impeached; but if the member so impeached shall, upon being so requested, fail or refuse to resign, the Secretary shall thereupon take such further action in the premises as may be proper under the by-laws of that corporation to enforce the expulsion of the member so impeached. A certificate of impeachment from the Executive Council shall be conclusive upon the person named therein as to his ineligibility to membership in the corporation: *Provided*, Nothing herein contained shall restrict the right or power of the corporation of the Union Printers Home to expel any member, on proper procedure, without the intervention of the Executive Council.

Article XIV.—Jurisdiction.

Section 1. The jurisdiction of subordinate unions chartered by the International Typographical Union of North America shall cover only the corporate limits of the city or town named in the charter, but any subordinate union may consider a place within a radius of fifty miles of its location, in which place no union exists, as within its jurisdiction for the purpose of admitting non-unionists in such place to its membership.

Sec. 2. The Executive Council of the International Typographical Union shall have power to extend the jurisdiction of subordinate unions to adjoining cities and towns where no union exists, and which are not included in the corporate limits of the petitioning union, for the purpose of enforcing the laws of the International and subordinate unions: *Provided*, That the petitioning union makes satisfactory showing of its ability to properly supervise the additional territory and make satisfactory contracts therein.

Sec. 3. A subordinate union may be empowered by the Executive Council to declare jurisdiction over ships printers, at a scale and with rules consistent with the work being performed, where the subordinate union can convince the Executive Council the granting of such power will benefit the International Typographical Union. This power granted to a subordinate union shall be over those ships using as their home port in the city in which said subordinate union holds jurisdiction.

Sec. 4. A subordinate union has no control over men regularly enlisted in the army or navy of the United States or British Provinces who may be detailed in the signal service or to work at the business at military headquarters or posts.

Sec. 5. Where a member of a local union under the jurisdiction of the International Union works at another trade or calling of which there is a regularly organized union, such member shall be required to join the union of the latter trade or calling, and abide by its regulations, so far as they are consistent with the laws of the International Union.

Sec. 6. When the International officers believe it will be to the interest of the organization, they shall advertise any unfair publication in such paper or papers as reach those who can be influenced to aid in making it fair.

Sec. 7. All classes of mailing, regardless of whether done by hand or power, are part of the mailing trade, and are under the jurisdiction of the International Typographical Union.

Article XV.—Label.

Section 1. The labels owned and furnished by the International Typographical Union, and described in its constitution, shall be transmitted to local unions on receipt by the Secretary-Treasurer of this union of a sum of money not exceeding 10 per cent above the actual cost of production and distribution of said labels. Local unions shall have the right to say whether labels ordered by them shall be machine cast or electrotyped. Said labels shall remain the property of the International Typographical Union. No local union shall be permitted to grant the label to offices outside the corporate limits of the city or town named in its charter, without first securing an extension of jurisdiction from the Executive Council.

Sec. 2. In cities where an organization of mailers exists, or in localities where mailers' organizations have jurisdiction, it is imperatively ordered that no typographical label shall be issued without consultation with the mailer's local having jurisdiction over that locality.

Sec. 3. Subordinate unions shall not allow the typographical label to be used upon any work where the composition is performed by any person who is not an active member of the International Typographical Union. In offices where the proprietor, or proprietors, perform composing room work the label shall not be used unless at least one journeyman member aside from the proprietor is employed at the scale and under union rules and regulations on work that bears the label.

Sec. 4. The label shall not be placed on work sub-contracted by label offices from non-label offices.

Sec. 5. Where the label is used, the label lease number of, or the imprint of the firm actually doing the work, and not that of the concern for which the work is done, must be used.

Sec. 6. Subordinate unions are hereby instructed to bring before their respective legislatures a law protecting union labels.

Article XVI.—Membership.

Applicants—New.

Section 1. No union shall admit as a member any person who comes from a place where a union existed at the time of his leaving, unless he can produce a duly attested traveling card from said union: *Provided,* That any applicant for membership may be admitted if no objection is raised after the union from whose jurisdiction the applicant comes has been communicated wtih, and after publication of the application in The Typographical Journal as required by law. Any subordinate union violating this law shall be liable to a fine of $25.

Sec. 2. All applications for membership shall be filed in duplicate on forms provided by the Secretary-Treasurer of the International Typographical Union. Secretaries of subordinate unions are required to furnish the Secretary-Treasurer one copy of each application. The names of all

applicants for admission who have been known to or are suspected of having worked under the jurisdiction of a sister union, or about whose antecedents there is the least doubt, shall be published in The Typographical Journal, and no such applicant shall be received into membership until twenty-six days after the date of such publication. The requirements of publication in The Typographical Journal shall not be operative during the progress of a strike, or during the life of amnesty declared in accordance with the requirements of the laws of this union.

Sec. 3. No person shall be admitted to membership in a subordinate union who has not served an apprenticeship of at least six years, except with the consent of the President of the International Typographical Union. All applicants for membership shall be required to pass final test as prescribed by International Typographical Union Bureau of Education as to competency before admission and shall subscribe to and study the I. T. U. Lessons in Unionism. Should applicant fail to pass such examination satisfactorily he shall be required by local union to complete the International Typographical Union Course in Printing. No person who is not a member of the International Typographical Union shall be granted a card as a machine tender unless he has served an apprenticeship of at least six years as a machinist or machine tender. The same rigid examination as to the competency and physical fitness of the applicant shall be made by a committee of the local union as is made with respect to the competency and physical fitness of apprentices transferred to active membership, and local unions should prevail on such applicants to graduate in the International Typographical Union Lessons in Printing. The examination blanks and the outline of the competency test and agreement forms shall be furnished to subordinate unions upon request by the Bureau of Education of the International Typographical Union. The physical examination shall be by a registered physician on blanks furnished by the International Typographical Union. Where the International Typographical Union takes jurisdiction over work of "other skilled employes" as provided in article i, section 1, of the Constitution, their competency and fitness for membership shall be determined by the Bureau of Education and the period required to establish such com-

petency and fitness shall be determined by the Executive Council of the International Typographical Union.

Sec. 4. When an applicant is elected to membership in a subordinate union and leaves the jurisdiction of said union before being obligated, the obligation shall be administered by any other subordinate union upon presentation of properly certified credentials. The secretary of the union obligating the applicant shall notify the secretary of the union electing, and he shall then remit the registration fee to the Secretary-Treasurer of the International Typographical Union in regular form and issue a traveling card to the person so obligated.

Sec. 5. Where there is not a sufficient number of printers employed to secure a charter, those printers may file their applications with a nearby union in the manner provided in section 2 of this article: *Provided,* Where an organization campaign is being conducted by the International Union, the International initiation fee may be waived by the Executive Council in instances where competent printers in sufficient number to issue a charter make application for membership: *Provided, further,* Nothing in this section shall be construed as denying the right of a member to work in unorganized territory and pay his dues and assessments directly to the International Secretary-Treasurer.

Sec. 6. Persons eligible for membership who are located in a state or province, where restrictive laws prevent local unions from accepting applications for membership may, with the approval of the Executive Council, apply directly to the International Typographical Union for membership, paying such initiation fee as may be required in addition to the registration fees provided in section 11, article xvi, By-Laws. Such applications for membership shall be approved or disapproved by the Executive Council, after the provisions of sections 2 and 3, article xvi, have been followed so far as they may apply, and after local unions from whose jurisdictions such applications may come have waived objection to admission. Applicants admitted by the Executive Council under this section shall receive traveling cards from the International Typographical Union and shall thereafter be governed by all laws relating to traveling cards.

Sec. 7. Mailer applicants for membership shall make application through the nearest mailers' local union.

Sec. 8. A candidate for membership can not be rejected solely on the ground of having served his apprenticeship in an "unfair" office, but a local union may impose such restrictions, in its discretion, as seem best for the general welfare, upon apprentices entering "unfair" offices within its jurisdiction, and such apprentices may not be permitted to enter the union, until such restrictions are removed or special laws complied with.

Sec. 9. Subordinate unions shall have the power to grant or refuse an applicant for membership a permit to work while his or her petition is pending. An applicant for membership, working under permit pending final action on his or her case, is entitled to work in union offices and receive the same recognition as members of the union: *Provided*, Local unions may establish regulations preventing applicants from holding priority previous to obligation as a journeyman: *Provided, further*, That subordinate unions have the power to revoke permits, pending final action, if it be known that applicants have sought employment contrary to the provisions of section 1, article vi, by-laws, or for any other reason deemed expedient. When an applicant for membership or reinstatement is once rejected in a subordinate union he can not again make a new application in any union for a period of six months from the time of such rejection except by permission of the International President or in case of trade district union jurisdiction the president of such trade district union.

Sec. 10. An applicant (who is not otherwise disqualified) can not be rejected by a subordinate union while three-fourths of the members present at the meeting at which said application was acted on voted in favor of his admission.

Initiation Fees.

Sec. 11. Subordinate unions shall collect in addition to the local initiation fee of the subordinate union a registration fee from each initiate as follows: Those less than 35 years of age, $20; those over 35 years of age, $35, which will be transmitted to the International Union with the name of the initiate: *Provided*, Where organization campaigns are in operation by the International or subordinate unions, registration fees may be waived by the Executive Council.

The Secretary-Treasurer shall credit receipts from registration fees to the general fund: *Provided, further*, That upon the first application for journeyman membership of any person holding an honorable discharge from the military or naval services of the United States or the Dominion of Canada in World War II the registration fee shall be only $10 for such applicant.

Reinstatement of Suspended Members.

Sec. 12. For reinstating members suspended for nonpayment of dues the local union shall collect a reinstatement fee of $25 and such local and International Typographical Union dues and assessments as were due at the time of suspension, together with such International Union per capita tax and assessments as shall have accrued to the time of reinstatement; and the secretary of the local union shall transmit to the Secretary-Treasurer of the International Union, properly segregated by months, all International Union dues and assessments collected by such subordinate union, together with $10 of the reinstatement fee. Members suspended for non-payment of dues while in possession of a traveling card may be reinstated by the Secretary-Treasurer of the International Typographical Union, if such members are not located within the jurisdiction of a local union, upon payment of a reinstatement fee of $10 and accumulated dues and assessments as herein provided.

Sec. 13. A member who does not apply for reinstatement as provided in section 12 within a period of one year after date of suspension forfeits all rights to re-establish continuous membership and can rejoin only by making application as a new member.

Sec. 14. A member who engaged in mechanical work at the printing trade in the jurisdiction of a local union or who is guilty of conduct unbecoming a union member during the period of suspension can not be reinstated, but may make application as a new member.

Sec. 15. A member who reinstates continuous membership as provided in section 12 shall not be eligible to apply for admission to the Union Printers Home or make application for the old age pension, within a period of one year after date of reinstatement; or if death occurs within a period of ninety days after date of reinstatement the member shall not be entitled to the mortuary benefit.

Article XVII.—Memorial Day.

Section 1. The last Sunday in the month of May of each year shall be known as Typographical Union Memorial Day. Subordinate unions are urged to observe the same with suitable ceremonies and to decorate the graves of all departed union printers or members of the allied crafts and to hold such other services as may be appropriate to the occasion.

Article XVIII.—Old Age Pension and Mortuary Benefit.

Old Age Pension.

Section 1. Any member of the International Typographical Union who has reached the age of 60 years and having a continuous membership of twenty-five years and who is unable to continue in or secure sustaining employment because of age or disability may receive the sum of $12 per week: *Provided*, That any member having a continuous membership of twenty years, who, by reason of affliction, is totally incapacitated for work and whose application for admission to the Union Printers Home has been rejected by the trustees thereof for the reason that the Home is not able to care for persons so afflicted may receive the sum of $12 per week subject to the provisions hereinafter set forth.

Sec. 2. Pensioners may engage in a pursuit inside or outside the trade, but shall not be eligible for the pension in any four-week pension period that earnings shall exceed the sum equivalent to eight days' pay at the scale of the union with which pensioner is affiliated, or in any five-week pension period that earnings shall exceed the sum equivalent to ten days' pay at the scale of the union with which pensioner is affiliated: *Provided*, That the regulation of the working privilege to pensioners be relegated to subordinate unions.

Sec. 3. Applications for pensions shall be made on blank forms prepared and furnished from International headquarters, which shall require answers to all questions, and the setting forth in full of all facts required to establish the right of applicant to the benefits of the pension. Such blank shall also include a form of certificate that the application

has been read in full at a regular meeting of the local union of which the applicant is a member, and has been approved by a majority vote of those in attendance upon such meeting. Said application shall be published in The Typographical Journal and should no objection be made within thirty days from the date of said publication, the member shall then be placed on the pension roll and payments of benefits start from date of approval by the local union on the application. Should objection be raised, the case shall be investigated by the Executive Council and the council shall act thereon in such manner as in its judgment seems proper.

Sec. 4. Members resident of the Union Printers Home shall be eligible to make application for the pension while so residing at that institution and shall be permitted to remain in the Home pending decision on application if he or she so elects. If application is acted upon favorably, applicant shall vacate the Home not less than one week previous to the issuance of his first pension check; if applicant is rejected applicant shall continue as a Home resident if he so desires. When a member is admitted to an eleemosynary institution, whether publicly or privately maintained, and such member has a wife dependent on him, the Secretary-Treasurer is authorized to make the pension payable to the wife.

Sec. 5. Secretaries of subordinate unions shall forward on the last Saturday of each calendar month to the International Secretary-Treasurer a true and correct list of members on the pension roll showing the amount due each pensioner. On receipt of such list the International Secretary-Treasurer shall transmit the amount due to the local secretary for distribution.

Sec. 6. Any beneficiary who has knowingly testified falsely concerning his or her qualifications as a worthy applicant for said pension shall be debarred from receiving pension for such time as the Executive Council may deem fit.

Sec. 7. The Executive Council shall have the power at all times to review any pension case, and if in its opinion circumstances warrant it the beneficiary may be debarred from further participation in the pension fund. In any case where payment of the full International Typographical Union pension to a pensioner would deprive him of a pension or similar benefits from other sources, on petition of pension-

er, the Executive Council shall have power to authorize payment of a smaller International Typographical Union pension.

Sec. 8. In order to meet exigencies that may arise, the Executive Council is authorized and empowered to make such changes in administering the old age pension fund as it may deem wise after said plan has been established.

Mortuary Benefit.

Sec. 9. Mortuary claims shall be allowed the beneficiary of any deceased member in good standing under the following terms and conditions: It is expressly provided that the beneficiary of any member shall be entitled to the mortuary benefit should death occur within the thirty-day period immediately following the expiration date of a current working card. (See section 1, article vii, and section 2, article xxi, by-laws.)

Sec. 10. Each and every member of the International Union shall be required to designate a beneficiary to whom his or her mortuary benefit is to be paid in event of death. Such designation shall be made upon his or her application for membership, or upon a blank provided by the International Secretary-Treasurer for the purpose. The mortuary benefit of a member who is on the old age pension roll or a resident of the Union Printers Home at time of death shall be disbursed as provided in section 16, and no beneficiary may be designated other than as provided in that section. Any member may change his or her beneficiary at any time by notifying the International Secretary-Treasurer and filling out the proper form, except that pensioners and Home residents shall be restricted in the choice of beneficiary or beneficiaries to the relatives listed in section 16.

Sec. 11. The mortuary benefit is primarily intended to guarantee proper burial for the member and other considerations are secondary to this end. The local union shall determine what constitutes a proper burial in cases where the deceased member is indebted to the local union for assistance provided or guaranteed before death during and pertaining to his last illness; or for dues and assessments the local union has been compelled to pay in his behalf as provided in section 6, article vii, by-laws, and in such cases the excess over burial expenses shall be paid to the local

union to the extent of such indebtedness before any amount shall be paid to a designated beneficiary.

It is specifically provided that the mortuary benefit is not to be used as security for personal loans by the local union or others to members. Dues and assessments paid by a local union on behalf of a pensioner or resident of the Home are not deductible from the mortuary benefit.

Sums paid by the local union for transportation to the Home or as refund transportation from the Home or subsequent Home transportations which the member can not pay himself may be charged as indebtedness to the local union within the meaning of this section.

Where a member has made no specific arrangements for funeral expenses to be paid from another source the International Typographical Union mortuary benefit shall be available for that purpose except as herein otherwise provided. Where a member has made specific arrangements for funeral expenses to be paid from another source the Secretary-Treasurer of the International Union shall be notified on a blank provided therefor and a copy filed with the local union before death of the member. In such event indebtedness to the local union as above provided shall first be paid and upon presentation of receipted bills for funeral expenses the balance shall be paid to the designated beneficiary. Where (without specific arrangement) funeral expenses have been paid from insurance or other fraternal benefits, the designated beneficiary shall receive such mortuary benefit as may be payable.

Sec. 12. If no beneficiary be named or if the designated beneficiary resides at a point where he or she can not take charge of the funeral then the International Typographical Union shall defray the expenses of the funeral out of the amount owing upon the mortuary benefit of the deceased member not to exceed the amount available from such benefit.

Sec. 13. On the death of a member in good standing the president and secretary of the subordinate union shall immediately notify the Secretary-Treasurer of the International Typographical Union on a form provided for that purpose, accompanying such notice with the last working card or traveling card of the deceased member. The application for mortuary benefit form shall contain an itemized

statement of all sums due the local union for which it claims payment, the amount to be paid the beneficiary and (where funeral expenses are to be paid from the benefit) shall be accompanied by the itemized bill for funeral expenses of the deceased. In the event that the designated beneficiary shall have paid the funeral expenses the balance of the benefit due the beneficiary shall be specified on the form.

Sec. 14. If there be no indebtedness to the local union nor any notice properly filed as to the payment of funeral expenses from another source, or if funeral expenses have not been paid from another source, the beneficiary is hereby charged with the responsibility for payment of burial expenses and unless the beneficiary submits a receipt showing payment of funeral expenses the local union shall forward the bill for such expenses for payment. The balance of the benefit may then be paid to the beneficiary. Should the designated beneficiary be other than the person in whom the right of burial rests, funeral expenses in the amount determined and guaranteed by the local union shall be paid and the residue of the benefit paid to the designated beneficiary. (Refer to section 12 for cases where deceased was indebted to local union.)

Sec. 15. Where a deceased member is on the old age pension roll or a resident of the Union Printers Home at time of death and has not designated one or more of the persons specified in paragraph (c) below, Union Printers Home or a local union as his beneficiary or beneficiaries.

—or where a deceased member has not designated a beneficiary,

—or in the event the beneficiary designated shall have died before the mortuary benefit check is cashed,

—or if the deceased member has designated his wife as beneficiary and, after such designation, she ceased to be his wife,

—Then, or in any of these events, the mortuary benefit shall be disbursed as follows:

(a) First, payment of funeral expenses guaranteed by local union, the superintendent of the Union Printers Home or the Secretary-Treasurer of the International Typographical Union.

(b) Second, to reimburse his local union as provided in section 12 of this article.

(c) Third, to the living wife (husband) of the member; but in the event there is no wife (husband living) then to be disbursed for the benefit of the living children in equal amounts In the event there are no children then to the surviving father and mother or either of them surviving alone. If no wife (husband), child or children, father or mother survive, then to surviving brothers and sisters in equal shares. Payments due minor children may be paid to a legally appointed guardian, or if none has been appointed, payment may be made to the president and secretary-treasurer of the local union to be expended by them on behalf of such minor or minors.

(d) Fourth, in the event there are no surviving wife or husband; children, mother or father; sisters or brothers, then the balance remaining shall revert to the mortuary fund.

Sec. 16. Only the local union of which the deceased was a member at time of death (or the local union having charge of the funeral of a member on traveling card) shall have the right to file claims for reimbursement as provided in section 12 hereof. Where the deceased is to be buried in a place other than where death occurs the local union with which deceased's card is on deposit shall make all arrangements and report fully on mortuary benefit application blanks to the Secretary-Treasurer of the International Union. Payment of mortuary benefits shall only be made on receipt of mortuary benefit application blanks fully made out by the local officers. Where the beneficiary of a deceased member died before mortuary benefit check is cashed the local union may handle joint funeral expenses the same as though they were of the deceased only.

Sec. 17. It is specifically provided that in the interpretation and application of these mortuary benefit laws the International Typographical Union shall be the sole and final authority.

Sec. 18. In case of the decease of a member holding a traveling card, the mortuary benefit shall be paid through the local union in or near whose jurisdiction death occurred or in or near whose jurisdiction burial takes place, as may be decided by the International Secretary-Treasurer. In cases where there is no nearby local union the International Secretary-Treasurer is authorized to disburse the benefit in accordance with the Mortuary Laws.

Sec. 19. In the event the beneficiary or beneficiaries of a deceased member can not be located within thirty days after notice of death the International Secretary-Treasurer shall insert in the next three issues of the official Journal a notice requesting information about such beneficiary or beneficiaries. If after six months from the date of first such publication no claim is received from the said beneficiary or beneficiaries, then the mortuary benefit payable to such beneficiary or beneficiaries shall revert to the mortuary fund.

Article XIX.—Strikes, Lockouts and Defense.

Section 1. In the event of a disagreement between a subordinate union and an employer, which, in the opinion of the local union, may result in a strike, such union shall notify the President, who shall in person or by proxy investigate the cause of the disagreement and endeavor to adjust the difficulty. If his efforts should prove futile, he shall notify the Executive Council of all the circumstances, and if a majority of said Council shall decide that a strike is necessary, such union may be authorized to order a strike.

Sec. 2. When a strike has been authorized by the Executive Council, a vote by referendum may be ordered, or the president of the subordinate union shall, within a time fixed by the Executive Council, call a meeting of said union (of which all members shall be constitutionally notified) to take action thereon, and no member shall vote on such question unless he is in good standing and has been a member of said union for the preceding six months. Should three-fourths of such members present decide by secret ballot in favor of a strike the president of the subordinate union shall immediately notify the Executive Council that a strike has been inaugurated and give all available information including number of members involved.

Sec. 3. Whenever a strike occurs without the sanction of the Executive Council, the council must immediately disavow the illegal strike and notify all subordinate unions to that effect. Protection shall be guaranteed to all members who remain at, accept or return to work in offices affected by the illegal strike, as specified in section 8. Any officer or member of a union who shall suppress or conceal from

his union or the Executive Council any official information concerning a strike, or a proposed strike, shall upon conviction by the local union be suspended or expelled.

Sec. 4. A strike or lockout of any branch or craft of the International Union, authorized by the Executive Council thereof, shall apply alike to each and every union, craft and individual working under said jurisdiction in the office or concern involved. Should a majority of said union fail to support a proposition to strike, the aggrieved union may take an appeal to the Executive Council, and, if after being furnished with statements from all parties concerned, a majority of the members of that body believe the inauguration of a strike absolutely necessary, the President shall in person, or by proxy, again attempt to effect a settlement with employers, and if unsuccessful, shall, through the officers of the various unions, order a general strike of all members of the International Typographical Union employed by the firm or firms interested, and those disregarding this order shall be forthwith expelled.

Sec. 5. In case of impending trouble involving allied crafts, the Executive Council shall call into consultation the president or presidents of unions of such crafts.

Sec. 6. A strike or lockout of any union may be declared off by a majority vote of the union. In case of a strike or lockout, where more than one craft is involved, settlement shall be made by a majority vote of all crafts involved. In making settlement all crafts involved shall be parties thereto, each to have due consideration.

Sec. 7. It is imperatively ordered that no strike or lockout shall be deemed legal, or money expended from the defense fund on that account unless the strike or lockout shall have been authorized or recognized by the Executive Council; but should a strike, lockout or reduction of wages be forced on a union without an opportunity to carry out the provisions of sections 1 and 2, said union shall be entitled to the full privileges of the defense fund.

Sec. 8. To affect union men prejudicially to their standing in the union who remain at work in an office where any number of the union men in such office have struck work on what they deem good grounds for such action, the strike must have been authorized in accordance with sections 1, 2 and 4 of this law. Unless so authorized, those remaining

at work are not liable to charges of violation of any union laws.

Sec. 9. When there shall have been a strike ordered in accordance with the laws of the International Union all union men shall be deemed to have been notified.

Sec. 10. When a strike has been inaugurated in accordance with the provisions of this article and authorized by the Executive Council there shall be paid to the order of the president and secretary of the subordinate union involved an amount equal to 60 per cent of the minimum scale for each married man and 40 per cent for each single man entitled thereto. Payment of benefits may be discontinued at such time as the Executive Council deems wise and names may be added or removed from the strike roll at discretion of the Executive Council: *Provided,* No member shall be entitled to strike benefits until a strike has been in progress one week.

Sec. 11. No subordinate union shall be allowed to increase the statutory benefits without the sanction of the Executive Council, unless the said subordinate union pays such increase out of its own treasury.

Sec. 12. No member of a subordinate union on strike shall be entitled to the weekly benefit unless he reports daily to the proper officer of the subordinate union while the strike continues. Any member refusing work while out on strike shall be debarred from all benefits under this law, and for each day's work performed one-fourth of the member's regular strike benefits for that week shall be deducted.

Sec. 13. All moneys received by a union from the International Typographical Union shall be used, with the approval of the Executive Council, in supporting men on a strike or lockout, in assisting their removal to other cities, paying the necessary expenses of the conflict, and prosecuting strikes in such further manner as the union interested and the Executive Council shall deem advisable.

Sec. 14. During the continuance of a strike the executive board of a subordinate union shall make weekly reports to the Secretary-Treasurer of the International Union, showing the amount of money distributed for benefits, number of beneficiaries—heads of families and single persons, union or non-union—and all other facts that may be required. All moneys from the International Union remaining unused by the local union shall be returned to the Executive Council.

Sec. 15. No strike shall be inaugurated by a subordinate union prior to at least one year after the issuance of its charter.

Sec. 16. In the event of a general strike in any city or town where several offices are involved, no union force of men shall refuse to work for a proprietor who agrees to pay the scale, if they have the consent of the local union.

Sec. 17. The International Union disapproves of the division of members of subordinate unions into distinct classes in the settlement of questions, believing it to be the right and duty of each member to vote on such occasions.

Article XX.—Subordinate Unions and Officers.

Section 1. Subordinate unions are required to elect three auditors, or select an expert accountant or accountants, whose duty it shall be to examine all the books and records of their financial officers for the quarterly periods May-June-July, August-September-October, November-December-January, February-March-April, and report to the Secretary-Treasurer of the International Typographical Union by the twentieth of the month following the end of the quarter, the condition of the funds and accounts, the number of members in good standing, number initiated, expelled or suspended, admitted or withdrawn by card for each month, the amount of the fiduciary officers' bonds and the company in which they are bonded, the amounts expended in sick relief, funeral benefits, or in any form of charity, together with such other information as the Executive Council may deem necessary. A majority of the auditors, or the expert accountant or accountants, must be present at the examination of the accounts, and no member of the committee, and no accountant, shall attach his or her signature to a report unless such member or accountant shall have personally participated in such examination. The president of the subordinate union shall sign the quarterly report attesting that the auditing committee or certified accountant has audited the books as stated therein. Should inaccuracies appear in the report of an auditing committee, the President of the International Typographical Union shall appoint an expert accountant to examine the books of the union in which such inaccuracies are noted, who shall report his findings to the President of the International Typographical Union, he in turn to file the same with the presi-

dent of the union concerned, who, in event of willful falsification by said auditing committee, shall suspend such committee from office, together with the delinquent financial officer or officers, and impose upon each of them a fine of $10, which fine shall be forwarded to the Secretary-Treasurer of the International Typographical Union. In the event of the suspension of an auditing committee, an election of their successors shall be held within one month from the date of such suspension, or expert accountants shall be appointed. Expenses of examination of books and records shall be borne entirely by the subordinate unions. Subordinate unions failing to report to the Secretary-Treasurer of the International Typographical Union, as required by this section, shall be fined $25.

Sec. 2. Every local union subordinate to the International Typographical Union shall cause its fiduciary officers to be bonded in the sum of at least $1,000. Such bonds shall be filed with the Secretary-Treasurer of the International Typographical Union. It shall be the duty of the Secretary-Treasurer of the International Typographical Union when any subordinate union fails or refuses to comply with provisions of this section to provide a bond of the amount herein provided, the cost thereof to be paid from the general fund and charged to the delinquent union. A subordinate union failing to reimburse the International Union for money so expended within thirty days shall be subject to a fine of not more than $25 at the discretion of the Executive Council. The fiduciary bonds of local officers shall be issued by the International Typographical Union at an annual premium fixed by the Executive Council in the amount sufficient to maintain a fund from which to pay losses.

Sec. 3. Where a subordinate union alleges misappropriation, default or shortage in the accounts of a financial official bonded by the International Typographical Union and makes claim for payment under the provision of its bond, such claim shall be substantiated by an audit of the books and records of the officer involved, either by certified accountant or by local union auditing committee, as the Executive Council may require. Such audit shall be submitted to the local union and, if accepted by majority vote, such acceptance shall be binding as regards the fact of misappropriation or defalcation. The local union shall report the

full circumstances and details to the Executive Council of the International Typographical Union for such action as that body shall deem proper. The Executive Council shall have power to further investigate and make payment under the bond of such amount as in its judgment is verified and may in its discretion summarily expel the officer found to have defaulted in his accounts to the local union.

Sec. 4. The funds of each local union deposited in bank shall be deposited in the name of the local union, and money shall be drawn from the account only by checks signed by the president and secretary-treasurer, and only then when both officials are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn. Bonds or other securities owned by local unions shall be deposited in safety deposit boxes which can only be opened in the presence of such officers as are provided by local union laws, but no less than three, two of whom shall be the president and secretary-treasurer. Where a certified accountant is not employed to make audits, one member of the local auditing committee shall be the third member. Should inaccuracies appear in the accounts of the local union, or if the president of the local union has reason to believe there is a shortage or misappropriation of funds, he shall at once report the matter to the President of the International Typographical Union for investigation. In the absence of the president of the local union, and in cases where the offices of president and secretary-treasurer are combined, the vice-president shall perform those duties of the president hereinbefore specified.

Sec. 5. Secretaries of subordinate unions are required to file with the statistical bureau of the International Typographical Union, upon blanks when furnished by said bureau, a detailed statement of population, scale of prices, hours of labor and such other particulars as are found to be necessary for the keeping of a proper record at headquarters. It shall be the duty of the officer in charge of the statistical bureau to codify such statistics and to print in pamphlet form such number of copies as may be necessary to meet the requirements of the International and local unions.

Sec. 6. Subordinate unions shall fix a time and date for regular monthly meetings that will permit members hold-

ing situations on seven-day newspapers to attend these meetings.

Sec. 7. Subordinate unions shall create a standing label committee, whose duty it shall be, in co-operation with the International President, to encourage, by systematic campaign, the use of the allied printing trades council label, or the typographical label, on all printed matter, as well as the purchase of all members of only goods bearing the union label of crafts other than the printing trades. It shall be the duty of such label committee, immediately upon organization, to forward to the President of the International Typographical Union the name and address of the secretary of said committee.

Sec. 8. Subordinate unions, through the proper officers, shall purchase monthly the International due stamps or stamped working cards in sufficient quanties to permit the issuance of either a stamp or stamped working card to each member of the local union.

Sec. 9. Returns of per capita tax from subordinate unions shall be made monthly, under seal, to the Secretary-Treasurer of the International Typographical Union. These returns shall state the number of members of the unions and the amount so forwarded.

Sec. 10. It is enjoined upon each subordinate union to have a suitable seal engraved, to anthenticate all documents.

Sec. 11. An appeal for financial aid from a local union to subordinate unions to be legal must bear the printed approval of the Executive Council, and if such local union is also a part of a trade district union then such appeal must have the printed approval of the president of such trade district union.

Sec. 12. It shall be the duty of presidents of subordinate unions to correct all violations of law of the International Typographical Union within their jurisdiction and when unable to do so, they shall refer the matter to their local union for action.

Sec. 13. Presidents of all local unions shall appoint three members whose duty it shall be to visit, at least twice each year, the different newspaper and job offices in their jurisdiction, and at the next regular meeting make a report of their finding as to the sanitary condition of places visited.

Sec. 14. Each subordinate union shall appoint or elect a label committee, whose duty it shall be to promote a demand for the use of the label on all printed matter. It is recommended that special attention be paid to school books, the printed matter of all fraternal organizations, and to magazines and periodicals circulated in their jurisdiction. It shall also be the duty of this committee to procure information as to where union-label goods may be purchased in each local jurisdiction.

Sec. 15. It shall be the duty of the secretary of each subordinate union to furnish monthly to the Secretary-Treasurer of the International Typographical Union a statement of all rejections, expulsions, suspensions and reinstatements, and the reasons therefor; and also a monthly statement of the condition of the trade and other matters of interest to the craft in the jurisdiction of his union.

Sec. 16. Secretaries of subordinate unions are instructed to answer all correspondence from sister unions as soon as possible after receiving same. All correspondence between subordinate unions as to character, etc., of applicants for membership, and all other business of like nature, shall be conducted in sealed envelopes.

Sec. 17. On issuing a working, traveling or honorable withdrawal card, the secretary of the local union granting such card shall place thereon the register number of the member receiving the same. In no case shall any other number except that given by the Secretary-Treasurer of the International Typographical Union be assigned a member or placed on the card held by him.

Sec. 18. Each local union shall report monthly, through its secretary, on forms provided by the Secretary-Treasurer of the International Typographical Union, the number of due stamps received, used and remaining on hand, the names and ages of all new members initiated, with the date of their initiation; the names and register number of all members suspended, expelled, or reinstated, with the date of same; all traveling and honorable withdrawal cards received, with date, name and register number of cardholder; all traveling and honorable withdrawal cards issued, with date, name and register number of member; the name and register number of all members lost by death and the date of death, together with such other data as may be required

for the completion of a member's record or deemed necessary by the Executive Council for the use of the International Typographical Union.

Sec. 19. It shall be the duty of each local union to keep a record of all its members in such manner as will permit of the making of monthly reports and furnishing the data provided for in the preceding sections. Any local union failing to make monthly reports, as provided herein, shall be fined $10.

Sec. 20. It shall be the duty of presidents of subordinate unions to report within ten days to the President of the International Typographical Union full information concerning the unionization of shops in their jurisdiction, the number of employes taken into the union and any other information that might prove of value to other local unions.

Powers of.

Sec. 21. A subordinate union may take political action when the interests of organized labor as a whole and the craft in particular may be benefited thereby: *Provided*, No subordinate union shall assess its members for partisan political purposes.

Sec. 22. No boycott shall be levied by any local union whereby a sister union subordinate to the International Typographical Union, or members thereof, may be affected, without the specific consent of the union so affected: *Provided*, The union desiring the boycott shall have the right of appeal to the Executive Council of the International Typographical Union, which shall give all interesting parties a full hearing before rendering a decision.

Sec. 23. A union has no right to set apart a day as a national holiday and declare members unfair because they do not observe the same, although ordered by the union to do so.

Sec. 24. It is optional with subordinate unions to impose fines on members for failure to participate in Labor Day parades, when such subordinate unions, by a majority vote of members in good standing, at a regular meeting or a special meeting called for that purpose, shall decide to participate in Labor Day parades.

Sec. 25. Subordinate unions, acting in conjunction with the Executive Council of the International Typographical

Union, have a right to declare a general amnesty for a set period to non-unionists working in the territory under their jurisdiction.

[Local unions desiring to apply the foregoing section must conform with instructions adopted by the Charleston convention of 1928, as follows: (1) Permission to accept applications under amnesty must be secured of the Executive Council of the International Typographical Union. (2) A resolution requesting such permission must be adopted by the subordinate union, stipulating the period of time such amnesty is to apply. (3) At the same time subordinate unions may confer organization powers upon local officers or a committee or a representative of the International Union. (4) Where such power is conferred and permission given by the International Typographical Union Executive Council, applicants for membership who are competent workmen may be accepted into membership and obligated without submitting their applications to a vote of the local union. (5) The power conferred and permission granted by the Executive Council may be restricted by the council to a particular office or offices, and the council may impose such further restrictions as in its judgment are necessary for the protection of the interests of the union. (6) Where a subordinate union does not confer authority as above indicated to its officers or a committee, as provided for in instruction 3, applications must be submitted to a vote of the local union, but the application is accepted by majority vote instead of three-fourths vote as required by section 10, article xvi, by-laws. (7) That in unorganized territory and in offices over which the local union exercises no jurisdiction, representatives of the International Typographical Union may be authorized by the Executive Council to obligate applicants under the same conditions as those applying to local unions operating under general amnesty.]

Sec. 26. Individuals or subordinate unions are forbidden to use the name of the International Typographical Union in any manner in soliciting advertising for convention souvenirs.

Sec. 27. Subordinate unions have no authority to confer upon any person honorary membership. Conventions only can confer such honorary membership in the International Typographical Union."

Sec. 28. Proposals to increase or decrease local dues or levy a special assessment may be adopted only by majority vote of referendum of six-month members. Ballots shall plainly explain necessity for the proposed change. Whenever it is proposed that special assessment shall be made for more than one purpose, each proposition must be voted upon separately. Provision must be made for a specific date on which the collection of each special assessment shall be discontinued. Special assessments levied by local unions must apply to all classes of members actively engaged at the printing trade in a manner that is equitable.

Sec. 29. A subordinate union may revoke the membership of any member within one year of admission if upon due trial in accordance with the provisions of article iv, of these by-laws, it should be established that admission was gained by fraudulent means or upon the basis of false or misleading statements in application for membership.

Sec. 30. It is recommended that at the conclusion or amelioration of governmental restrictions on wage rates, all local unions seek to negotiate by supplementary agreement, or otherwise, wage scales more representative of the higher cost of living and progressive living standards. It is the judgment of the International Typographical Union that all contracts now in effect are tainted by the duress of war conditions and governmental restrictions.

Recommendations to.

Sec. 31. While it is the sense of the International Union that subordinate unions, and they only, have at all times the right of judging of the qualifications of the applicants for admission to membership, it is believed the true policy of subordinate unions should be to go to the utmost limits consistent with safety and honor in receiving into membership all unfair printers who make applications to that effect, and who evince a desire to again become fair men.

Sec. 32. Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices, and before any change in the scale of prices is sought to be made effective such proposed change shall be submitted to all the publishers interested. The International Union, when requested, shall allow a representative of the American Newspaper Publishers' Association, the

Printers' League of America or Printers' National Association to be heard on important changes affecting their interests.

Sec. 33. The International Union recommends that a day's work on daily papers be restricted as nearly as possible to six hours' composition.

Sec. 34. The International Union directs subordinate unions to use their influence in having all work sent into shops employing members of unions represented in the allied printing trades.

Sec. 35. The International Union recommends to subordinate unions the percentage system of collecting dues where practicable. Where the percentage system is adopted the rate shall be uniform on all earnings.

Sec. 36. It is the sense of the International Union that the system of rebate dues is legal.

Sec. 37. Subordinate unions are recommended to print in labor journals of their localities a list of union printing offices, so that officers and members, societies and others favorable to organized labor may be kept posted as to what officers are fair.

Sec. 38. The International Typographical Union recommends that subordinate unions publish the names of all firms, corporations and individuals engaged in the printing industry which do not pay the scale of prices, or which do not observe the established customs of the several unions.

Sec. 39. Local unions are directed to affiliate with and attach themselves to the various central bodies in their localities, and are directed to give preference to bodies chartered by the American Federation of Labor.

Sec. 40. Members should purchase, where possible, such goods as bear the trades union label recognized by the International Union.

Sec. 41. No member of the International Typographical Union shall purchase products of non-union labor when goods made under favorable conditions can be obtained. Subordinate unions shall enact laws to carry out the provisions of this section.

Sec. 42. It is recommended that all subordinate unions be required to issue to their members tickets or cards bearing the union label, and a request to the merchants with whom they deal that they insist on having their printing

done by union labor only. That subordinate unions be required to endeavor to secure their use by the members of other trade unions and friends of organized labor.

Sec. 43. It is the sense of the International Typographical Union that each subordinate union should make provision for such of its members as are unable to obtain the scale through disability—the union to be the judge—by placing them on a special list, and allowing them to seek work under conditions prescribed by such union.

Sec. 44. In localities where mailers' unions are instituted but not recognized by the employers, local typographical unions when negotiating scales and new working agreements shall endeavor to procure recognition for such organization of mailers before signing new agreements.

Sec. 45. The value of the state and provincial federations of the American Federation of Labor to the labor movement of the respective states and provinces is unquestioned. Typographical unions have every reason to take an active part in the work and deliberations of those bodies. Active interest and affiliation by our local unions beget the more hearty support of the entire labor movement. That these desirable results accruing from affiliation with state and provincial branches, American Federation of Labor, may become effective, it is recommended that local typographical unions become affiliated with the state and provincial branches, American Federation of Labor, of their respective states and provinces.

Article XXI.—Traveling Cards.

Section 1. Members in good standing who are desirous of leaving the jurisdiction of the union to which they belong shall be entitled to receive the International Typographical Union traveling card, which shall be furnished upon the payment of all financial obligations. A member accepting such card severs all connection with the issuing union. Where traveling cards are withdrawn and returned to the local union issuing same more than twice in thirty days a charge of 25 cents each shall be made for all cards issued after the first.

Sec. 2. The said traveling card shall be in words as follows.

This is to certify that....., the bearer hereof, whose signature appears in this certificate, is a member in good standing of the International Typographical Union and is entitled to the friendship and good offices of all unions under the jurisdiction of the International Typographical Union.

The bearer has paid International Union per capita tax for the month of....., 19.....

Register No.....; Social Security No.....

Given under our hands, and the seal of..... Union No....., this.....day of..... 19

....., President.

(Seal) ....., Secretary,

.....Member's Signature.

Countersigned....., Secretary-Treasurer,

International Typographical Union.

This card expires in two months from the time the last International due stamp thereon shows dues to have been paid. It may be renewed within two months after its expiration.

Any member of the International Typographical Union stands suspended when four months in arrears for local or International dues and assessments. (Sec. 5, article vii, by-laws.) Suspended members may be reinstated as provided in article xvi, by-laws, within one year after suspension.

The reverse side of said card shall contain these words:

Deposited with.....Union No..... on the.....day of.....19.....

Sec. 3. Any member receiving such card shall deposit the same with the proper union officer when accepting work within the jurisdiction of a local union: *Provided*, This shall not prevent sister unions located within a radius of five miles mutually agreeing to recognize each other's current working cards for a period of thirty days. Any member neglecting his duty as prescribed in this section may be tried for violation of International Union law, and upon conviction, be punished as deemed just by the local union in whose jurisdiction the offense was committed.

Sec. 4. The secretary of a subordinate union shall receive an international traveling card at any time if the

card be clear and within date and no charge pending against the holder: *Provided,* When card is issued from a subordinate union of another language than that in which it is offered for deposit recipient union may require that holder pass language and competency test before admission. Traveling cards from the Mailers' Trade District Union may not be accepted by International Typographical Union mailer or printer unions without consent of the Executive Council. Membership in said union shall date from time of said reception and any person admitted by such card shall be exempt from the usual initiation fee and from any assessments of which he is not a beneficiary.

Sec. 5. International cards must be received (if clear and within date), notwithstanding the fact that charges may be pending in a sister union against an officer of the union issuing the same: *Provided,* Such charges were not made known to said union previous to the issuance of such card.

Sec. 6. In case of a strike involving one-third of the membership of a union, said union may refuse to receive cards for a period of not exceeding three months, or, with the consent of the International President, six months. In case of fire, flood, tornado, earthquake, pestilence, or similar catastrophe, amounting to public calamity, the Executive Council may, in its discretion, grant permission to unions in localities, thus afflicted to refuse to accept traveling cards during such periods as such calamitous conditions continue; *Provided,* That when, for any reason, a serious condition of unemployment exists in the jurisdiction, a subordinate union may, with consent of the Executive Council, refuse to accept traveling cards for a specified period.

Sec. 7. It is contrary to union principles for any person holding an International traveling card to go to work in a town or city where no union exists, during the progress of a strike, without the consent of the parties engaged in such strike, and the union issuing such traveling card has the power, upon sufficient proof being furnished, to revoke it and publish the holder as an unfair man.

Sec. 8. A subordinate union can not be compelled to grant a card to a member against whom charges are pending.

Sec. 9. A subordinate union can not be compelled to grant a traveling card to a member who is financially in-

debted to the local union for dues, assessments, or for loans granted by the union, either from its treasury or from relief funds, societies or associations, financed in whole or part by the local union.

Sec. 10. All traveling cards issued by subordinate unions must have the seal of the issuing union stamped thereon, and all signatures, dates and names shall be in ink.

Sec. 11. When the secretary of a subordinate union issues a traveling card, he shall require that the member receiving such card shall place in the blank provided for that purpose his (the member's) signature in the presence of the secretary, and the secretary receiving a traveling card shall require the holder to sign his name on back of said card for comparison, and should there be a discrepancy in the signatures, the secretary shall take up the card pending investigation. Any violation of this section shall be punishable by a fine of $5. This shall not apply to cards forwarded by mail.

Sec. 12. All traveling cards deposited with a local union shall be endorsed with the date of deposit and the name and number of the union and forwarded to the Secretary-Treasurer of the International Typographical Union.

Sec. 13. When a card is issued to a member of the allied crafts, chartered by the International Typographical Union, the secretary issuing such card shall insert after the member's name the craft to which he belongs. All allied craftsmen must deposit their cards with the union of their craft, if one be in existence where they are located, in order to protect their membership in the International Typographical Union. When, in the opinion of the Executive Council, there is a sufficient number of members of any allied craft in a local typographical union, and the best interests of the organization will be subserved thereby, they shall be directed to apply for a charter and organize a local union of their own craft.

Sec. 14. A change in the secretary-treasurership of the International Union does not invalidate a clear card, within date, signed by a former secretary-treasurer. The blank cards furnished subordinate unions are good until used if the union remains in existence as a part of the International organization.

Sec. 15 Traveling cards issued by a subordinate union after its charter has been suspended or revoked shall not be

honored by local unions, but any member of such a union, upon furnishing the Secretary-Treasurer with sufficient proof of membership, shall, upon the payment of all arrearages to the International Union, be entitled to and receive a traveling card from the Secretary-Treasurer of the International Typographical Union.

Sec. 16. The duly attested cards of all persons from foreign typographical unions, which unions will reciprocate in kind, on payment of the International Typographical Union registration fee, shall be received by subordinate unions and their holders admitted to membership in like manner as though presenting a traveling card of the International Union: *Provided,* That recipient subordinate unions may require that holder pass language and competency test before admission: *Provided, further,* That any person presenting a duly attested card from a foreign union who has previously been a member of the International Typographical Union shall be exempt from payment of the registration fee to the International Typographical Union.

Renewal and Reissue.

Sec. 17. Where a union member who has been for a length of time so located as to make it unnecessary for him to deposit his card, under the workings of our system, until after it has expired by limitation, presents his card for renewal to a local union, such union, on the payment of accrued International per capita tax and assessments from date of issuance to date of such renewal, provided such time does not exceed four months (and no local fees whatsoever shall be chargeable), shall promptly renew such card, provided the application for renewal be accompanied by satisfactory evidence that the applicant has not in the meantime been guilty of any anti-union conduct. Any member holding a traveling card shall stand suspended as provided in section 5, article vii, by-laws, when four months in arrears for International dues and assessments, and must reinstate as provided in article xvi, by-laws. Nothing herein shall be held as preventing such member from making application as a new member if he so elects; and the financial secretary shall report to the Secretary-Treasurer of the International Typographical Union all collections made for arrearages for each month in sequence. No dues, assessments or fees

of any kind can be collected for any one month unless the indebtedness for all previous months has been liquidated. Should the union issuing such card have in the meantime ceased to exist, it is the right of the union man holding such card to have it accepted by any subordinate union on his showing to the satisfaction of such union that his record has been a clear one since the date of issue of such card. Unexpired traveling cards must be renewed by local unions, on presentation by the holders of satisfactory evidence of union conduct, and the payment of International per capita tax and assessments. Traveling cards may be renewed by the International Secretary-Treasurer under the foregoing conditions.

Sec. 18. When a member loses his traveling card he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made. Duplicates shall be furnished from a series separate from the regular traveling cards and have printed thereon the words "Duplicate Card." No duplicate for a lost traveling card shall be issued to any member unless application therefor is made within thirty days from the time such card is lost.

Article XXII.—Typographical Journal.

Section 1. The Typographical Journal shall be published once a month and shall contain in addition to the reports and other matters required by law to be published, the reports of the International and Home audits; official orders; charters granted; charters suspended, and the causes; a list of deceased members with register numbers; state of trade; advertisements meeting the approval of the Executive Council; all reports (including detailed statement of expenditures) and proceedings of the officers and members of the corporation of the Union Printers Home; and such other matters as may be of interest and importance to the craft generally.

Sec. 2. Such unions as desire to publish a list of the names of their officers shall be charged therefor at the rate of $1 per line per year.

Sec. 3. The subscription rate of The Journal to non-members shall be $2 per annum, postage in addition to for-

eign subscribers. The price for single copies shall be 20 cents each.

Article XXIII.—Union Printers Home.

Section 1. This union hereby ratifies the action of Edward T. Plank, William S. McClevey and Columbus Hall, as its trustees, in conveying the Home at Colorado Springs, in Colorado, to the Union Printers Home corporation as trustee, for the uses and purposes, and upon the trust declared and the terms and conditions stated in the deed by said grantors to said grantees dated the 17th day of May, 1892.

Sec. 2. Any member in good standing of any subordinate union shall be deemed a member of the International Typographical Union for the purposes of admission as a resident of the Home at Colorado Springs, Colorado, and of participation in the bounty.

Sec. 3. No person shall be deemed a member in good standing of the International Typographical Union who shall willfully neglect, disregard or violate any resolution, order, by-law, or duty prescribed by said union of and concerning the management and control of the Home at Colorado Springs, or of the trust upon which said Home is held by the Union Printers Home corporation.

Sec. 4. A full and complete, true and accurate report shall be submitted to each convention of the International Typographical Union by the Board of Trustees of the Union Printers Home, showing its transactions and containing such recommendations as may be useful to the union in furthering the interests of the Home.

Sec. 5. At all times the articles of incorporation of the Board of Trustees of the Union Printers Home, and the constitution and by-laws thereof, shall be further amended in such manner and to such effect as the International Typographical Union may direct.

Sec. 6. The Board of Trustees of the Union Printers Home shall make its best efforts to provide for rehabilitation of war veteran members who may be in need thereof.

Article XXIV.—Women Members.

Section 1. Equal wages and conditions shall prevail for both sexes in every local jurisdiction of the International Typographical Union, subject to the requirements of the

laws of the various states as these laws affect women workers. Any member who violates the provision of this sections, upon conviction, shall be punished by a fine of not less than $25, or suspended, as the union may determine, in accordance with International law.

GENERAL LAWS

Article I.—Apprentices.

Section 1. Apprentices shall not be less than 16 years of age at the time of beginning their apprenticeship. They shall be listed by the secretary of the subordinate union and they shall serve an apprenticeship period of six years before being admitted to journeyman membership in the union: *Provided,* That upon request of the local union and employer, and with the consent of the Bureau of Education of the International Typographical Union, an apprentice may be upgraded when he has shown he has applied himself to his work and studies sufficiently to warrant advancement. Failure of apprentice member on completion of his apprenticeship period to file his application for transfer to the journeyman roll shall be sufficient cause for cancellation of his apprenticeship.

Sec. 2. Subordinate unions are prohibited from transferring apprentice members to journeyman membership until the applicant for such transfer has been certified by the Bureau of Education as having completed the Course of Lessons in Printing, or has received certification of such completion from a school duly accredited by said Bureau of Education. *Provided,* That the foregoing shall in no wise nullify the provisions of section 4 of this article, or the authority of the President of the International Typographical Union to waive completion of the Course of Lessons in Printing: *Provided, further,* That unless the provisions of this section have been complied with, no journeyman register number shall be assigned to an apprentice member.

Sec. 3. Mailer and machinist apprentices shall be exempt from the requirement that the Course of Lessons in Printing must be completed before transfer to journeyman membership: *Provided, however,* that upon application for apprenticeship all such apprentices must subscribe for, and complete the Course of Lessons in Unionism before admission as journeymen.

Sec. 4. All persons before entering the trade as apprentices shall first be approved by the local union. They must pass a technical examination given by the union's apprentice committee. A physical examination must also be made by a qualified medical examiner, approved by the local union. The medical and other examinations must show fitness and adaptability to the trade. The physical examination shall be entered on the medical certificate, printed on the reverse side of the Application for Apprentice membership which shall be filed and used as such at the beginning of the second year of apprenticeship as provided in Section 7.

Sec. 5. No apprentice shall leave one office and enter that of another employer without the written consent of the president of the local union, and the date of such change of offices by the apprentice shall be recorded on the books of the union.

Sec. 6. All local unions are required to enact laws defining the grade and classes of work apprentices shall be taught from year to year, so that they will have the opportunity of acquiring a thorough knowledge of the trade. No office shall be entitled to employ an apprentice unless it has the equipment necessary to enable instruction being given the apprentice in the several classes of work agreed upon in the contract with the employer to be taught each year.

Sec. 7. At the end of the first year, if the apprentice proves competent, and the foreman and apprentice committee recommend him for apprentice membership, he must be admitted into the union as an apprentice member, and his application blank with the medical examination on the reverse side be forwarded to the International Typographical Union Secretary-Treasurer for an apprentice register number.

Sec. 8. Every person admitted as an apprentice member of a local union at the beginning of the second year of apprenticeship shall subscribe to the following obligation:

I (give name) hereby solemnly and sincerely swear (or affirm) that I will not reveal any business or proceedings of any meeting of this or any subordinate union to which I may hereafter be attached, unless by order of the union, except to those whom I know to be members in good standing thereof; that I will, without equivocation or evasion, and to the best of my ability, abide by the constitution, by-laws and

the adopted scale of prices of any union to which I may belong, as they apply to apprentice members; that I will at all times support the laws, regulations and decisions of the International Typographical Union, and will carefully avoid giving aid or succor to its enemies, and use all honorable means within my power to procure employment for members of the International Typographical Union in preference to others; that I will not wrong a member of this union or see him or her wronged, if in my power to prevent. To all of which I pledge my most sacred honor.

Sec. 9. Apprentice members shall not have the privilege of voting. From the time of registration until such apprentice members are transferred to the journeyman roll, they shall pay per capita tax and subscription to The Typographical Journal as provided in section 1, article ix, constitution. They shall be exempt from pension and mortuary assessments.

Sec. 10. Following initiation the apprentice member shall be registered with the Secretary-Treasurer of the International Typographical Union, who will assign a register number.

Sec. 11. Beginning with the second year, apprentices shall be enrolled in and complete the International Typographical Union Course of Lessons in Printing before being admitted as journeymen members of the union. This course of lessons shall include a course on trade unionism, containing complete information and instruction on the principles of unionism, and to be prepared by the Bureau of Education of the International Typographical Union.

Sec. 12. Starting with the second year apprentices are entitled to and must be in possession of an apprentice working card.

Sec. 13. Arrangements should be made to have apprentices during the last year of apprenticeship instructed on any and all typesetting and typecasting devices in use in the offices where they are employed. Mailer apprentices during the last year of apprenticeship should be instructed on mailing machines in use in the mailing room.

Sec. 14. Apprentices shall be required to complete the I. T. U. Course of Lessons in Printing before being admitted to journeyman membership, except with the consent of the President of the International Typographical Union. The

President of the International Typographical Union shall have authority to cancel the card of any person admitted to membership in violation of any of the foregoing provisions and may impose a penalty not to exceed $25 on offending unions.

Sec. 15. Local unions shall provide for the appointment of a committee on apprentices. The duties of the committee on apprentices shall be to inquire into the educational qualifications of applicants for apprenticeship, examine each apprentice, to ascertain if he is meeting the necessary requirements called for in the several classes of work specified for each year of his apprenticeship, and if, after such examination, the committee finds the apprentice has not made satisfactory progress, it shall so report to the union for such action as it is deemed proper to take; to require the apprentices to take needed courses of study and report any delinquency to the union; to compel all apprentices to complete the I. T. U. Course of Lessons in Printing.

Sec. 16. A local joint apprentice committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. They shall act to enforce the conditions of the agreement covering apprentices and shall have full power and authority any time during the term of apprenticeship to terminate the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them.

Sec. 17. Local unions shall incorporate in their contracts with employers a section containing the necessary requirements to carry out the apprenticeship laws of the International Typographical Union.

Sec. 18. The foreman and chairman of the chapel shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work.

Sec. 19. Local unions shall arrange scales of wages for apprentices in each of the years of their apprenticeship,

such scales to be indicated as proportionate to journeymen's scale. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Sec. 20. Local unions are required to fix the ratio of apprentices to the number of journeymen regularly employed in any and all offices, but it must be provided that at least two members of the subordinate union, aside from the proprietor, shall be regularly employed before an office is entitled to an apprentice.

Sec. 21. For each additional five journeymen regularly employed an additional apprentice may be permitted: *Provided,* When four apprentices are employed, an additional apprentice for each ten additional journeymen may be employed: *Provided, further,* Nothing in this section shall be construed as prohibiting any subordinate union from inserting in the contract a provision that the total number of apprentices of any office shall be less than four.

Sec. 22. No apprentice shall be employed on overtime work in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the local scale. At no time shall any apprentice have charge of a department or class of work.

Sec. 23. No new apprentices will be permitted to replace those who enlist in or are called for service in the military or naval services of the United States or the Dominion of Canada (or their allies) in time of war or for the duration of any period of national emergency proclaimed by the governments of said countries. Upon again reporting for duty the situations and standing formerly held by these apprentices shall be restored to them.

Sec. 24. In filling of apprenticeship vacancies, preference shall be given to apprentice members discharged from the military services of the United States and the Dominion of Canada (or their allies) whose term of apprenticeship has been interrupted because of suspensions, mergers, or consolidations of printing offices, or for other reasons, subsequent to their induction into such service.

Sec. 25. Apprentice members shall be encouraged to attend meetings of the union and to take part in label committee and label promotional work.

Article II.—Arbitration.

Section 1. When disputes arise between subordinate unions or subordinate unions and employers, which can not be adjusted after conference between the parties at issue, the matter may be settled by arbitration (by mutual agreement).

Sec. 2. It is imperatively ordered that the executive officers of the International Typographical Union shall not submit any of its laws to arbitration.

Sec. 3. It is further provided that no joint arbitration agreement be entered into with the American Newspaper Publishers' Association by the International Typographical Union, unless said agreement shall have first been approved by a majority vote of the membership in a referendum vote.

Sec. 4. Where vacations have been established by contract, the elimination of such provision shall not be submitted to arbitration.

Sec. 5. When any arbitration procedure to which a local union is committed reaches a deadlock where further action can not result in a conclusion within a reasonable time the local union may request the Executive Council to release it from further obligations under such arbitration procedure or agreement. The Executive Council shall have authority to decide that issue and may so release a local union. This section shall not apply to controversies properly before a joint standing committee involving only interpretation of the terms of an agreement. It does apply to matters involving the laws of the International Typographical Union or to interim wage openings whether or not arbitration is provided.

Article III.—Contracts.

Section 1. Contracts between local unions and employers are collective agreements in which the local union as such is a contracting party with an employer or association of employers. It is the obligation of the local union to observe and enforce terms of the contract. The local union as a contracting party has authority to determine differences between its members concerning their rights under the contract, subject to appeal as prescribed by the laws of the union. Where the local union has by

contract prescribed a method of determining differences between the employer and the local union as to interpretation and enforcement, such method shall be followed: *Provided*, The laws of the local union not affecting wages, hours or working conditions, and the laws of the International Typographical Union shall not be submitted to arbitration.

Where the contract between the local union and employer does not provide a method for the adjudication of differences as to interpretation and enforcement the employer may require the International Typographical Union to interpret the obligations of the local union, provided said contract has been approved by the President of the International Typographical Union as conforming to the laws of the International Typographical Union.

Sec. 2. No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with International law and approved by the International President. No member holding active membership in any local union shall sign an individual or private contract with any employer, agreeing to work for any stated length of time, wages or conditions. The union alone has the power to contract for conditions, wages and hours.

Sec. 3. No local union shall enter into negotiations with any proprietor, firm or corporation operating a plant in another jurisdiction which does not actually have a plant in operation or have equipment for such a plant in its particular jurisdiction without first communicating with and having the approval of the International President, and if the contemplated plant is being removed from another jurisdiction, the local union shall also contact the local union or unions in which the plant or plants are now operating.

Sec. 4. Subordinate unions are required to submit to the International President for review and approval, as complying with requirements of International Union laws, all proposals for a new contract, alteration, amendment or extension of an existing contract before presentation to the employer. No contract shall provide for automatic renewal on failure to notify either party thereto of desire to change or terminate the contract.

Sec. 5. Subordinate unions at all times have the right to define as struck work composition executed wholly or in part by non-members and composition or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which union members may refuse to handle the work classified as struck work.

Sec. 6. Violation of contracts or scales of prices on the part of an employer or his representative should be brought to the attention of the foreman in charge of the department; and if not satisfactorily adjusted, are to be taken up by the officers of the union and the employer.

Sec. 7. No local union shall sign a scale of wages with an overtime clause calling for overtime on any certain day at a rate less than paid for overtime on all other days. Local unions shall incorporate a clause in their scales which provides for the payment of overtime at a rate not less than price and one-half, based on the hourly wage paid.

Sec. 8. Members of the International Typographical Union shall not be permitted to operate a portion of a printing plant, or an entire printing plant, for a portion of the time, under contract or sub-contract. Members can only engage in business as employers when they own and control the establishment. This shall not apply to bona fide recorded leases for a term of one year or more under the terms of which the member-lessee exercises control over the establishment and prices of the products thereof. No member of the International Typographical Union can evade any of its laws as applying to members generally by having transferred to himself a nominal amount of stock in a company or corporation organized for the purpose of conducting a printing plant; nor does the holding of the position of director in such company or corporation constitute him a proprietor unless he be able to prove that he is a bona fide stockholder therein and that his block of stock in the company or corporation bears such relation to the whole capital stock as to show that the partnership is a genuine business transaction.

Sec. 9. Where copyholders, in addition to proofreaders, are employed, local unions are directed, where possible, to incorporate in the contracts a provision that members of the union be employed as such copyholders, and that a scale be made for such work.

Sec. 10. Subordinate unions, when making contracts or wage agreements, must insert a clause therein providing that no member when employed shall be paid for less than a full shift except when discharged for cause or when excused at the member's own request.

Sec. 11. Local unions must incorporate in contracts a provision that all composing room work appertaining to printing and the preparations therefor, shall be done by journeymen or apprentices, and must further provide for the elimination of all so-called miscellaneous or composing room helpers by agreement that as vacancies occur they shall be filled (if needed) by journeymen or apprentices.

Sec. 12. It is the unalterable policy of the International Typographical Union that all composing room work or any machinery or process appertaining to printing and the preparations therefor belongs to and is under the jurisdiction of the International Typographical Union. Subordinate unions are hereby directed to reclaim jurisdiction over and control of all composing room work or any machinery or process appertaining to printing and the preparations thereof now being performed by non-members.

Sec. 13. Subordinate unions shall incorporate in proposed contracts a clause providing for holidays with pay; annual vacations with pay; severance pay of not less than two weeks pay for each year of priority in the office for all members affected by suspension or mergers, hospitalization and pay allowances for sickness or accident; and severance pay of two weeks' pay for each year of continuous priority for situation holders laid off to reduce the force.

Sec. 14. Subordinate unions shall provide in proposed contracts that night work shall be paid for at not less than 10 per cent over the day scale.

Sec. 15. Subordinate unions must incorporate in proposed contracts a vacation provision that when a member ceases employment for any reason he shall receive pay for accumulated vacation credits.

Sec. 16. Subordinate unions shall incorporate in proposed contracts a clause which provides for the payment of overtime at a rate not less than double time, based on the hourly wage rate.

Scales.

Sec. 17. Work in foreign languages shall be at the scale rates of the particular union having jurisdiction: *Provided*,

That in no case shall English composition be at a lesser rate than that of the typographical union. Nor shall foreign composition in English offices be done at a lesser rate or longer hours worked thereon than is in vogue in offices under the jurisdiction of such foreign language union.

Sec. 18. No member shall represent proprietors in scale negotiations, except with the consent of the local union. This section shall also apply to holders of honorable withdrawal cards.

Sec. 19. The International Typographical Union relegates to subordinate unions authority to establish in contracts provisions governing the disposal of extra work. In filling regular situations contracts must provide substitute oldest in continuous service shall have prior rights in filling of the first vacancy.

Sec. 20. Subordinate unions must insert in proposed contracts provisions that priority members shall have choice of new shifts, new starting times, new phalanx days and choice of vacation schedule.

Sec. 21. Subordinate unions must incorporate in contracts a provision fixing the hours designating day work and night work. Day work shall be between [illegible] m. and 6 p. m. Night work shall be between 6 p. m. and 7 a. m. For shifts which do not begin and end within the hours specified for day work, not less than the night rate shall be paid.

Sec. 22. Subordinate unions shall incorporate in proposed contracts and wage agreements a clause providing for shorter hours, with still shorter hours on the night shift than on the day shift until the unit of thirty hours a week has been reached.

Article IV.—Departments.

Section 1. The recognition of departments shall be optional with local unions. Establishment of departments shall be by agreement and such departments as are recognized shall be enumerated.

Sec. 2. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

Sec. 3. When departments are not recognized an employe shall not be discharged to reduce the force or for incompetency while there is work in the office he is competent to perform and to which his priority entitles him.

Sec. 4. When departments are recognized by agreement no transfers shall be made except in emergencies: *Provided,* When all available extras are hired in any department transfers may be made into that department.

Sec. 5. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of members seeking work as extras. The hiring of more members than are needed in one class of work or department and later transferring them to work which could have been done by others entitled thereto because of their priority is discriminatory. It is also discriminatory to transfer a situation holder or extra when such transfer results in members not being hired who have priority superior to those transferred.

Sec. 6. Transfers are not required to permit members to exercise priority upon a vacancy, either regular or extra, which the member is not qualified to fill: *Provided,* Transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of members desiring to engage a substitute.

Sec. 7. Members transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other members of work to which they are by priority entitled.

Article V.—Foremen.

Section 1. In union shops the foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of article x, general laws.

Sec. 2. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employes, or their rights under accepted International Typographical Union laws. A discharged member shall have the right to appeal in accordance with the laws of the International Union as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Sec. 3. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The member with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first: *Provided,* The member to be discharged may claim any other work in the office he is competent to do which is being performed by a member with lower priority standing: *Provided, further,* A member claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 4. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the member holding a situation who has the lowest priority standing in the department in which decrease is necessary.

Sec. 5. A member discharged to reduce the force shall be re-employed, either as regular or extra, upon work he is competent to perform in the order of his priority standing.

Sec. 6. When a member is discharged for any reason, he may demand and the foreman shall give in writing, the reason for discharge: *Provided,* Such demand shall be made within seventy-two hours after member is informed of discharge.

Sec. 7. A member who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council as provided herein: *Provided,* When a subordinate union has made specific provision in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A member who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A member discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

Sec. 8. A foreman shall not designate any particular day, nor how many days a member shall work in any one week: *Provided,* The member must engage a substitute when

absent. Any member covering a situation is entitled to and may employ in his stead whenever so disposed any competent member of the International Typographical Union without consultation or approval of the foreman: *Provided*, Local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods in severe unemployment emergencies, with the consent of the Executive Council, may establish provisions for equitable distribution of subbing among eligible substitutes.

Sec. 9. A foreman shall not be permitted to select his force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Sec. 10. All persons performing the work of foremen or journeymen, at any branch of the printing trade, in offices under the jurisdiction of the International Typographical Union, must be active members of the local union of their craft and entitled to all the privileges and benefits of membership.

Sec. 11. The International Typographical Union recognizes only two classes of labor in union shops, journeymen and apprentices.

Article VI.—Labels.

Section 1. Local unions, acting as agents for the International Typographical Union, shall loan labels for use or cause the same to be used in such offices and by such employing printers as fully comply with the rules and regulations of the International Typographical Union and said local unions, and also sign a label contract. The Executive Council of the International Typographical Union shall have the typographical union label withdrawn from all printing establishments employing members of antagonistic organizations.

Sec. 2. The typographical label shall be supplied to local unions by the Secretary-Treasurer of the International Typographical Union in such forms as may be deemed expedient, or matrices may be purchased through said Secretary-Treasurer, the cost thereof to be paid by the local union, but the matrices to remain the property of the Inter-

national Typographical Union and to be surrendered by the local union on order of the International Executive Council.

Sec. 3. The label shall be used only under contracts in either newspaper or commercial shops providing for an hourly rate of at least $1.00 per hour, and under which the contract requires members to work no more than a five-day, forty-hour week.

Article VII.—Machines.

Section 1. None but members of the International Typographical Union shall be permitted to operate typesetting, typecasting or material making machines. The International Typographical Union also claims jurisdiction over all duplicating machines, such as typewriters and varitypers, etc., the product of which is actually used in offset printing.

Sec. 2. In machine offices under the jurisdiction of the International Typographical Union, no person shall be eligible as a "learner" on machines who is not a member of the International Typographical Union. The time and compensation of "learners" shall be regulated by local unions: *Provided,* Local unions may grant permits to apprentices during the last year of their apprenticeship, during which they may learn the machines, and such apprentices shall be subject to the rules and regulations of such local unions.

Sec. 3. Subordinate unions are prohibited from establishing piece or bonus scales and the International Union forbids the renewal of existing piece or bonus scales by agreements which provide for the operation of such piece or bonus scales after January 1, 1941.

Sec. 4. No member of the International Typographical Union shall engage in speed, record or other contests, either by hand composition or on machines. Violation of this law shall be punishable by a fine of not less than $25, or suspension.

Sec. 5. It is the unalterable policy of the International Typographical Union that only members in good standing shall be employed in installing, operating and maintaining all mechanical devices which cast, compose or impose type or slugs; perforate tape for use in composing or producing type or slugs; operated manually or automatically and wherever located.

Article VIII.—Machine Tenders.

Section 1. All machine tenders shall be members of the International Typographical Union, and the local unions shall provide and maintain a scale covering such positions, and they shall at all times be under the control and amenable to all laws and regulations of said local unions. Porters shall only be allowed to melt metal and put metal around machines. They shall not be allowed to start, repair, oil, clean, change or adjust machines, or clean space bands and plungers. All work pertaining to maintenance and care of machines to be performed exclusively by machine tenders who are journeymen or apprentice members of the International Typographical Union.

Article IX.—Plate Matter and Matrices.

Section 1. The International relegates the use of plates and plate supplements matter to subordinate unions, with power to act.

Sec. 2. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of types or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation, and published in the same establishment, is unlawful, and shall not be allowed, unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office: *Provided*, That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit within which borrowed or purchased matter, or matrices, are to be reset shall also be regulated by agreement between the employers and local unions. This section shall not apply to original commercial composition purchased from union commercial

trade composition plants or other union composing rooms when such composition is an integral part of production of a particular commercial job.

Sec. 3. Subordinate unions may include in contracts provisions requiring reproduction, or exempting from reproduction, national (general) advertisements. plates and plate supplement matter, printed supplements, type, plates and matrices other than local advertisements.

Article X.—Priority.

Section 1. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

Sec. 2. Subordinate unions shall establish a system for registering and recording priority standing of members in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to members at all times. The priority standing of a member shall stand as recorded.

Sec. 3. No member shall hold priority in more than one office nor shall a member retain priority standing or a situation in an office if he performs work over which the International Typographical Union has jurisdiction, either supervisory or mechanical, in another printing office whether or not the member is interested financially or otherwise in said office: *Provided,* Subordinate unions may establish regulations whereby members may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may prohibit a substitute having refused such work from claiming it as overtime.

Sec. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve-month period without loss of situation or priority: *Provided,* Members exercising this privilege shall employ the priority substitute competent to perform the work.

Sec. 5. Any number engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement, or any member incapacitated by illness, shall not be deprived of his

priority standing while so employed or so incapacitated. A member so engaged shall employ while absent the priority substitute competent to perform the work if one is available, or if not, he shall not suffer loss of situation and/or priority. This does not apply when a competent substitute is available. After thirty days the situation shall be filled by priority sub, and upon reporting for duty full priority rights shall be restored: *Provided,* That when a member is incapacitated by illness a substitute shall be employed in accord with section 6.

Sec. 6. Available priority substitute competent to perform the work must be placed on all situations after the situation holder has been absent from his or her situation for a period of thirty calendar days: *Provided,* Should a substitute with greater priority become available, such substitute shall be placed on said situation.

Sec. 7. In cases where members are admitted as residents of the Union Printers Home or who enlist in or are called for service in the military or naval services of the United States or the Dominion of Canada (or their allies) in time of war or for the duration of any period of national emergency proclaimed by the governments of said countries, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the allies, Knights of Columbus, the Salvation Army, the Young Men's Christian Association, or any recognized organization of a similar character, their situations and/or priority standing shall be protected and upon again reporting for duty the situations and/or priority standing formerly held by these members shall be restored to them.

Sec. 8. A foreman employed from outside the shop shall accumulate no priority standing during the period he continues as foreman.

Article XI.—Five-Day Law; Overtime

Section 1. In all offices under union jurisdiction the unit of hours constituting a regular shift shall not exceed eight and no subordinate union shall enter into a contract which provides for a workweek in excess of forty hours.

Sec. 2. No member performing mechanical work as journeyman shall be required, or permitted, to hold a situation composed of more than five days, or five nights, or combination of days and nights totaling more than

five, within a financial week.

Sec. 3. Five shifts shall constitute a situation and all time worked in excess of five times the unit of hours constituting a regular shift shall be canceled by employment of a substitute as soon as one becomes available.

Sec. 4. Time worked in excess of the limits provided in the above sections shall accumulate as specified in section 10 of this article, and failure of a member to cancel such excess when a competent substitute becomes available shall render the member subject to a fine of one day's pay at the scale of the union. Each shift the member fails to employ a competent substitute who is available shall constitute a separate offense.

Sec. 5. Members who do not limit themselves to five shifts within the financial week in accordance with the provisions of section 2 of this article shall be assessed a day's pay for each offense. Where the local union fails to apply the penalty the Executive Council shall levy an assessment of a day's pay against each member for each violation. Where the local union levies the fine it shall be paid into the local treasury. All fines assessed by the Executive Council as penalties for violations of this article shall be forwarded to the International Secretary-Treasurer. Members who fail, or refuse, to pay any sum levied by the Executive Council shall be suspended and lose all rights and benefits of membership.

Sec. 6. No reduction of the five-day workweek may be ordered by a local union, nor shall special assessment for out-of-work relief be levied by such union in excess of 3 per cent of earnings: *Provided*, That all proposals for special assessment must provide a specific date on which collection of such special assessment shall be discontinued.

Overtime

Sec. 7. Members required to work in excess of the unit of hours established as a regular shift must receive overtime rate for all such excess time. The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid: *Provided*, In case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Sec. 8. Not less than time and one-half shall be paid for any shift worked in excess of five within a financial week. When a member is required to work on a regular off-day or off-night not less than the overtime rate shall be paid for such work performed.

Sec. 9. When any situation holder accumulates overtime equal to the unit of hours established for a regular shift he shall engage a competent substitute as soon as one becomes available for the purpose of canceling such overtime: *Provided*, It shall not be mandatory that any member cancel more than three days' accumulated overtime in any one financial week nor shall it be mandatory that any member cancel accumulated overtime on a holiday which falls within the five-day work-week and for which premium pay is provided for by contract. Holidays or time lost through "begging off" shall not cancel overtime. A substitute having a day's overtime to give out is not eligible for employment in the week following as soon as he has worked the number of shifts to make a full week, including the accumulated overtime, if other substitutes are available.

Sec. 10. Subordinate unions shall specify the period, which shall not be less than sixty (60) days, overtime shall be accumulative. It shall also be mandatory that each local union adopt laws requiring posting of overtime in all chapels under its jurisdiction.

Sec. 11. Any member having accumulated overtime to give out who fails or refuses to employ an available competent substitute, or who attempts to evade the overtime law, shall be punished by a fine of not less than one day's pay for each offense. Where the records show violation or evasion the fine may be arbitrarily assessed. It is manatory that local unions impose and collect the fine for which provision herein is made and with it compensate substitutes who suffer loss of employment through violation of Sections 9 and 11 of this article.

Sec. 12. Where members work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be considered as overtime at the ratio of day for day, and shall be laid off in accordance with the local and International laws governing overtime.

Article XII.—Sublist and Phalanxing.

Section 1. Establishing or maintaining situations composed of less than five shifts in offices which operate five, six or seven days, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

Sec. 2. Laying off a situation holder and employment of another member as extra to perform work to which the situation holder's priority and competency entitle him is prohibited.

Sec. 3. Violation or evasion by a foreman of either sections 1 or 2 of this article shall be punishable by a fine of $25, which may be assessed by the chairman of the chapel or the president of the subordinate union. When such fine is levied it must be paid pending appeal to the subordinate union and the Executive Council. Any chairman failing to report the violation of this section shall be fined $25.

Sec. 4. Sections 1, 2 and 3 shall be posted in all chapels and enforced by all unions under the jurisdiction of the International Typographical Union.

Article XIII.—Type—Standard.

Section 1. A subordinate union can not alter or amend the standard of type adopted by the International Typographical Union. The following is to be the alphabetical scale for the measurement of type cast on the point system: 12-point to 9-point, inclusive, 13 ems; 8-point and 7-point, 14 ems; 6-point, 15 ems; 5½-point, 16 ems; 5-point, 17 ems; 4½-point, 18 ems. All fonts exceeding the standard are to the benefit of the compositor, and no deductions or allowances can be made owing to such excess. In considering whether a font of type is up to the standard, the letters to be measured are the lower case letters from a to z, inclusive, and these only—the twenty-six letters of the alphabet; and the letters c, d, e, i, s, m, n, h, o, t, a and r shall be equal to at least one-half of such measurement. Where type shall be cast upon a larger body than the face (6-point face upon a 7-point body), it shall be measured as the face; or where it shall be cast upon a smaller body than the face (as 10-point face upon a 9-point body) it shall be measured as the body. Type cast

in such a manner as practically to produce leaded matter without the use of leads shall be measured as type the next size smaller than the body in which it is cast.

THE UNION PRINTERS HOME

CHARTER.

Know All Men By These Presents: That we, August Donath, of the City of Washington, in the District of Columbia; John D. Vaughan, of the city of Denver, in the state of Colorado; William S. McClevey, of the city of Indianapolis, in the state of Indiana; James J. Dailey, of the city of Philadelphia, in the state of Pennsylvania; Edward T. Plank, of the city of San Francisco, in the state of California; Columbus Hall, of the city of Washington, in the District of Columbia; Frank S. Pelton, of the city of Chicago, in the state of Illinois; Amos J. Cummings, of the city of New York, in the state of New York; William Aimison, of the city of Nashville, in the state of Tennessee; William H. Parr, of the city of Toronto, in the Dominion of Canada; Will Lambert, of the city of Houston, in the state of Texas, and James G. Woodward and George W. Morgan, both of the city of Atlanta, in the state of Georgia, being all and the survivors of all the members and original incorporators of The Union Printers Home, a corporation organized heretofore, to-wit: on the twenty-fourth day of September, A. D. 1890, under and in accordance with the laws of the state of Colorado, providing for the organization of corporations for non-profitable purposes, do hereby make, execute and acknowledge in this certificate of writing, all pursuant of the recommendation of the Board of Trustees of said corporation by resolution expressed, our intention so to alter and amend the articles of incorporation of said The Union Printers Home, to the end that its objects shall be more fully defined and its purposes more economically and prudentially executed and administered as that:

First—The corporate name and style of the corporation shall be The Union Printers Home.

Second—The objects and purposes for which said corporation is formed are to provide and maintain a home for afflicted and aged and infirm union printers, and to procure and furnish such means, care and attention as

may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the management and control of said Union Printers Home and the power to exclude therefrom persons suffering from such diseases as said Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice, and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers to provide for the support, care and maintenance of families of persons then or therefore domiciled at said Home; to receive devises and bequests and to accept and execute trusts not inconsistent with its objects and purposes.

Third—The membership of said corporation shall at no time exceed seven. No person shall be eligible to membership therein except members in good standing of the International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings, or at any other meeting called for that purpose: *Provided, however,* That no candidate shall be considered except he shall have been recommended by the International Typographical Union, and in considering such candidate priority shall be given in the inverse order of the recommendations. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filed at the meeting of members first succeeding the occurrence of such vacancy.

Fourth—The prudential affairs of said corporation shall be managed and controlled by a Board of Trustees having seven members. The Board of Trustees may make by-laws and from time to time may alter, amend or repeal any by-law. Standing or special committees may be appointed as provided by the by-laws, and such committees shall have and may exercise such powers as shall be conferred or authorized by the Board or by the by-laws.

Fifth—Such of the original incorporators of said corporation as may not be herein named as succeeding members shall be deemed to have resigned, and it is now hereby agreed and declared that such succeeding members shall be and are: August Donath, James J. Dailey, Frank S. Pelton, Edward T. Plank, W. S. McClevey, Columbus Hall, James G. Woodward.

Sixth—The names of the members of said Board of Trustees who have been selected to act as such during the first year of the existence of said corporation under these amended articles of incorporation are: August Donath, James J. Dailey, Edward T. Plank, Frank S. Pelton, William S. McClevey, Columbus Hall and James G. Woodward.

In Testimony Whereof, We have hereunto set our hands and seals this 19th day of April, A. D. 1892.

	August Donath,	[Seal.]
	John D. Vaughan,	[Seal.]
	William S. McClevey,	[Seal.]
	James J. Dailey,	[Seal.]
	Edward T. Plank,	[Seal.]
Signed sealed and	Columbus Hall,	[Seal.]
delivered in pres-	Frank S. Pelton,	[Seal.]
ence of:	Amos J. Cummings	[Seal.]
	William Aimison,	[Seal.]
	W. H. Parr,	[Seal.]
	Will Lambert,	[Seal.]
	James G. Woodward	[Seal.]
	George W. Morgan,	[Seal.]

CONSTITUTION

Article I.

The name of this corporation is The Union Printers Home.

Article II.

This corporation is formed to provide and maintain a home for invalid and aged and infirm members in good standing of the International Typographical Union of North America, a voluntary association (unincorporated) whose principal office is located at the city of Indianapolis, in the state of Indiana, and to procure and furnish such means, care and attention as may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the power to exclude therefrom persons suffering from such diseases as such Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice and immorality, the advancement of skill, order and

health, and the promotion of industry and happiness among and in the craft of printers.

Article III.

The domicile of this corporation shall be at the Home by it maintained at the city of Colorado Springs, in the state of Colorado, but its principal executive office shall be at the city of Indianapolis, in the state of Indiana.

Article IV.

This corporation shall have a perpetual existence.

Article V.

The membership of said corporation shall at no time exceed seven. No person shall be eligible either to election to membership or to the retention of membership therein except members in good standing of said International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings or at any other meeting called for that purpose: *Provided, however,* That no candidate shall be considered except he shall have been recommended by said International Typographical Union, and in considering such candidates priority in filling vacancies shall be given to the candidates receiving the highest number of votes in the referendum election for nominees of the International Typographical Union for the office of trustee of the Union Printers Home. *Provided further,* Members who are re-elected shall have priority to succeed themselves over other nominees. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filed at the meeting of members first succeeding the occurrence of such vacancy. Any member of this corporation may be expelled for ineligibility, or for the commission of an indictable offense, or for violation or willful disregard of his duties of membership. Such expulsion may be effected by a two-thirds vote of any regular meeting or at any special meeting called for that purpose, at which a quorum is present in person or by proxy.

Article VI.

This corporation may, by its proper officers, accept property, real, personal or mixed, in trust, and pursuant of such acceptance may act as trustee; *Provided, however,* that no trust shall be accepted nor shall any act as trustee be done, inconsistent with the objects and purposes for which this corporation was created or which would divert said corporation from the proper administration of its affairs.

Article VII.

The powers and duties of officers, the manner of creating or filling vacancies in the membership or in any office or on any board or committee, the time and place of meetings and the method of procedure thereat, and all other matters pertinent to the management and control of the affairs of said corporation not herein provided for shall be prescribed by the by-laws.

Article VIII.

No alterations or amendments shall be made in this constitution except at a regular meeting of the members or at a special meeting called for that purpose, and after one month's notice in writing has been given to each member of the substance of the proposed change. No change shall be made except by a two-thirds vote of any competent meeting, at which a quorum is present in person or by proxy.

BY-LAWS

Article I.—Membership.

Section 1. It shall be the duty of each member of this corporation to preserve his good standing as a member of the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana, to comply with its orders and regulations, and to discharge faithfully his duties and obligations thereto, for as much as this corporation is sustained by the members of that union, and for as much as the objects and purposes of the two bodies are similar in this,

to-wit: That each contemplate the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

Sec. 2. Any member of this corporation who shall have ceased to be a member in good standing of said International Typographical Union, or who shall have otherwise become liable to expulsion from this corporation, shall forthwith, upon the occurrence of such delinquency, be notified in writing of the fact by the Secretary of the corporation, or if he be disqualified by interest or refuse to act, then by any member of the Board of Trustees. Such notice shall call for the resignation of such delinquent member. If the member so notified be not within thirty days thereafter heard from, he shall be deemed to have resigned, and the proper officer of the corporation shall thereupon enter on record in the books of the corporation of the fact of such resignation, and shall forthwith proceed as hereinafter provided for the filing of vacancies. But if such delinquent member upon being so notified shall answer that the charges against him are not true or that he refuses to resign, then he may be expelled from membership as hereinafter provided.

Sec. 3. Expulsion of a member shall be by a two-thirds vote of any regular meeting, or any special meeting called for that purpose, at which a quorum of the members is present in person or by proxy. Any member who believes that any other member has by misconduct become liable to expulsion shall, as a privileged communication, report in writing his reasons for such belief to the Secretary, or if the Secretary be the person who is so delinquent, then to the several members. If the Secretary, or otherwise a majority of the members, deem the reason so stated sufficient to warrant an investigation, the person so accused shall be notified of the substance of the charge made, and shall be requested to resign, or, upon refusal, to be prepared to make his defense against the charges at a time and place to be in said notice named: *Provided, however,* That thirty days' time be given between the filing of charges and the investigation thereof. At such meeting the charges made and the answer of the accused shall be fully investigated. Upon the conclusion of such investigation a vote shall be taken on the question, "Have the charges made been sustained?" If the requisite vote

be cast in the affirmative, the accused shall thereby be deemed expelled. The proceedings of meetings as to the expulsion of members shall be strictly private and all communications made thereat shall be privileged.

Sec. 4. Each person upon his election to membership in this corporation, and as a condition precedent to his competency to enter upon the discharge of his duties as such, shall appear before some person qualified by law to administer oaths, and make and subscribe to the following obligation, to-wit:

I,..... of the city of..... in the state of....., do solemnly swear that I will support the Articles of Incorporation, the Constitution and By-Laws and all orders, rules and regulations of The Union Printers Home; that I will faithfully discharge the duties of any office or position to which I may be called as a member of said corporation; that at the expiration of my term of membership I will render to said corporation my resignation as such member and will surrender to said corporation at the same time all property, rights and things to it belonging and in my possession or under my control that at any time during my incumbency in any office or position in said corporation I will, when called upon so to do by any authorized officer or agent, make a detailed report of the condition of any or all matters in my keeping or under my control, and that I will furnish every facility within my power for the verification of such report by the inspection of books and papers or otherwise as may be required.

Any breach of this obligation shall be deemed unlawful and for any damage sustained thereby on the part of said corporation or any person interested as cestui que trust in any property by it held, I agree that judgment may be taken against me in any court of competent jurisdiction, collectible with attorney's fees and without the benefit of exemption and without relief of valuation or appraisement laws.

.....

Before me....., in and for the city of....., in the county of....., and state of....., personally came the above-named.....and voluntarily made and subscribed to the foregoing obligation.

Witness my hand and official seal this.....day of ....., A. D. 19.....

.....

(Official character.).....

Such obligation, when executed, shall be forthwith forwarded to the Secretary of the corporation, who shall, upon receipt thereof, issue to such member a certificate of membership, which shall entitle the person therein named to assume the duties of membership in said corporation.

Article II.—Meetings.

Section 1. The fiscal year of the corporation shall end annually on the first Saturday after the first Monday in November, and on that day the annual meeting of the members shall be held at such hour as shall be named in the notice thereof. Such meetings shall be held for the purpose of receiving and acting on the annual reports of officers, of electing new members and officers and of transacting such other business as may properly come before the meeting.

Sec. 2. Special meetings of the members may be called at any time by the President, or by any three members, on thirty days' notice in writing being given to each member. A copy of such notice, mailed to each member at his place of residence, as shown by the Secretary's books, shall be deemed sufficient notice. The notice of call of each meeting, except regular meetings, shall state the substance of such business as may come before said meeting, and no business shall be transacted at such special meeting except it shall have been so stated.

Sec. 3. All votes shall be by ballot.

Sec. 4. At meetings of the members the order of business shall be as follows:

First—Roll call of (1) officers and (2) members.

Second—Reading and correcting minutes of last meeting.

Third—Communications.

Fourth—Reports of officers.

Fifth—Reports of standing committees.

Sixth—Reports of special committees.

Seventh—Unfinished business.

Eighth—New business.

Ninth—Election of (1) members and (2) officers.
Tenth—Installation of (1) members and (2) officers.

Sec. 5. The Board of Trustees of The Union Printers Home shall meet annually at The Union Printers Home in Colorado Springs, Colorado, on such date as they may select, all expenses of said meeting to be defrayed from The Union Printers Home Fund. The mode of procedure herein prescribed as to meetings of members of the corporation shall govern in the meetings of the Board of Trustees and all committees in so far as it may be applicable.

Article III.—Officers.

Section 1. There shall be elected by the members of the corporation a Board of Trustees of seven members, who shall manage the prudential affairs of the corporation, and be the supreme authority in all matters of administration. At the first election three of said Trustees shall be elected for the term of one year, two for two years and two for three years. As said terms respectively expire, successors shall be elected for terms of three years, except in cases of filling an unexpired term; then the election shall be for such time as the original incumbent would have served. Said board shall organize by electing annually a President, a Vice-President, and a Secretary-Treasurer, who shall hold their respective offices until their successors are elected and qualified.

President.

Sec. 2. It shall be the duty of the President to preside at the meetings of members and of the Board of Trustees and to preserve order therein; to enforce compliance with the Articles of Incorporation, the Constitution and By-Laws, and all orders and regulations of the corporation; to call special meetings of the corporation when requested in writing so to do by two-thirds of the members; and to see that all property of the corporation or in its control is properly cared for. He shall see that all moneys belonging to the corporation are properly deposited in responsible banks, in the name of the corporation, as such, and money shall be drawn from such fund only by check signed by the President and Secretary-Treasurer of the corporation.

He shall appoint all committees and shall be *ex officio* a member thereof. He may suspend any officers or agent of the corporation pending action of the Board of Trustees or of the members, as the case may be, if, in his judgment, the welfare of the corporation requires such action. He shall annually appoint the following standing committees of the Board of Trustees, to consist of three members each: Finance, Admission and Rules, and one member of the Executive Committee, who, with the President and Secretary-Treasurer, shall constitute that committee. He shall do all such other acts as are ordinarily incumbent upon the chief executive officer of a corporation.

Vice-President.

Sec. 3. In the event of the death or resignation of the President, or his inability or failure to perform his duties, the Vice-President shall perform all the duties and have all the powers of the President.

Secretary-Treasurer.

Sec. 4. The Secretary-Treasurer shall keep the records of the corporation. He shall record in books kept for that purpose the names and postoffice addresses of the members of the corporation, the dates on which they were respectively elected, the names of officers and committees and the proceedings of meetings of the members and the Board. The Secretary-Treasurer shall have the custody of all moneys belonging to the corporation and of all certificates of loan or other evidences of investments, which he shall exhibit once a year or oftener, if required by the President, or by the Board of Trustees; he shall, under the direction of the President, deposit all funds in some responsible bank or banks, in the name of the corporation, and shall procure interest thereon when possible and cover the same into the treasury of the corporation; he shall disburse moneys only by check signed by the President and the Secretary-Treasurer; he shall keep a full and correct account of all moneys received and of all moneys disbursed; he shall pay only such bills as are approved by the Finance Committee or the President; he shall give a bond to the corporation from a solvent guarantee company in the sum of $25,000, and shall, as to each

separate fund or property held in trust by the corporation, give a bond to the Board of Trustees, as trustees for such fund or property, in such sum as the instrument creating such trust fund shall direct. All bonds shall be conditioned for the faithful performance of his duties. The Secretary-Treasurer shall also furnish the Board with a monthly statement of receipts and disbursements, and shall also publish the same each month in The Typographical Journal. He shall perform such other duties as are ordinarily incumbent upon the Secretary-Treasurer of a corporation or board of trustees.

Executive Committee

Sec. 5. The Executive Committee shall have power to do any acts relating to the affairs of the corporation which the Board of Trustees could lawfully do, and which the Board of Trustees may entrust to said committee. It may meet from time to time, and may adjourn from place to place as it thinks proper for carrying into effect the purposes of its appointment.

Finance Committee.

Sec. 6. The Finance Committee shall audit all accounts and claims and shall in writing report upon the feasibility of all contemplated expenditures of an extraordinary character.

Admissions Committee.

Sec. 7. The Admission Committee shall, before any action is taken on any application for membership in the corporation or for admission to any institution or place under the control of this corporation, examine the qualifications of the applicant, and if such person be ineligible in the opinion of the committee, the application shall be rejected, but the right of appeal shall lie to the Board of Trustees from any decision of the committee.

Committee on Rules.

Sec. 8. The Committee on Rules shall have the powers and perform the duties ordinarily incumbent upon judiciary committees. It shall act co-ordinately with the Soli-

citor of the corporation in all matters referred to it by the President or Board of Trustees, or any other committee thereof. It shall prescribe the rules for the government of servants of the corporation and for the conduct and behavior of persons admitted to any institution or place under the control of the corporation.

Article IV.—Servants of the Corporation.

Section 1. The President shall, with the concurrence of the Board of Trustees, appoint a Superintendent and Matron for each institution under the management and control of the corporation, who shall reside upon the premises and who shall not be discharged except for cause and with the concurrence of the Board of Trustees. The Superintendent shall purchase all supplies needed by the institution and shall keep an account thereof; he shall make a detailed report each month to the Finance Committee. The Matron shall have charge of the household duties of the Home; she shall procure all needed supplies from the Superintendent, keeping a correct account thereof and reporting monthly to the Finance Committee. The compensation of the Superintendent and Matron shall be fixed by the Board of Trustees.

Sec. 2. The President may annually appoint a Solicitor, who shall attend to the legal business of the corporation.

Article V.—Admission of Residents.

Section 1. Every application for admission into any institution under the management and control of this corporation shall be made in writing, setting forth the name, age and residence of the applicant, and such other information as the Committee on Admission may require, contemplating the competency of such person to share in the benefits and resources of the fund or trust to which his application is directed. All nominations shall be received by the Secretary and recorded in the order of presentation in a book kept for that purpose, and shall be referred upon receipt to the Committee on Admission, upon whose favorable report the application shall be accepted and the applicant admitted.

Sec. 2. Each candidate for admission shall make application through the subordinate union of said International

Typographical Union of which the applicant may be a member in good standing. Each applicant shall be endorsed by the president and secretary of the subordinate union to which the candidate belongs, and the seal of the union shall be attached thereto.

GENERAL COUNSEL'S EXHIBIT 7-M

CHANGES IN THE LAWS
Adopted by the
Eighty-ninth Session of the
INTERNATIONAL
TYPOGRAPHICAL UNION
Held at
Cleveland, Ohio, August 16-22, 1947

Effective January 1, 1948

This summary is sent to the officers and delegates of local unions for their information and for the convenience of delegates in preparing reports to their local unions. It was prepared immediately after adjournment of the convention and it will be carefully checked before printing in the September Typographical Journal. Delegates who note any errors or omissions in this summary are requested to communicate with me promptly, so that correction may be made in the summary as printed in the September Journal.

Don F. Hurd
Secretary-Treasurer

Report of the Committee on
COLLECTIVE BARGAINING POLICY

(For use in the United States and elsewhere if necessary.)

It is our policy that we continue to maintain our long standing reputation for integrity in performing our contracts and carrying out our union commitments.

It is our policy that we maintain our historic rights and prerogatives, to which we are entitled and which we have enjoyed for nearly a century.

We believe that the harmony of our relations which has prevailed, almost without interruption, for many decades between our members, our local unions and their employers

can continue in the future, as in the past, and it is our policy to try to continue it.

We express this belief despite the fact that ill considered legislation has recently been enacted, the effect of which might easily be disastrous to labor-management relations.

We confidently assert that there are certain provisions in the Labor Management Relations Act of 1947 that are unconstitutional and invalid, that certain provisions of it are impracticable and unworkable and that a great deal of it is inequitable and unjust to organized labor.

We believe that as the provisions of this act become generally known, the law will in time be amended to eliminate its defects and inequities.

While there should not be, and will not be, any attempt on the part of the international or subordinate unions to violate any valid provisions of this law, or of any law, federal or state, yet there should be, and will be, earnest endeavors on the part of these unions to avoid any condition that will result in their being penalized by these laws and to avoid the sacrifice of rights and prerogatives which may be lost by the signing of contracts as heretofore.

The Labor Management Relations Act does not compel the signing of contracts, and refraining from doing so is not a violation or evasion of the law. It will be our policy to refrain from signing contracts in order that we avoid agreeing, or seeming to agree, or voluntarily accepting the conditions created by such a relationship under the Labor Management Act of 1947.

Even the Taft-Hartley Law provides that:

"Nothing in this Act shall be so construed to require an individual employee to render labor or service without his consent, nor shall anything in this Act be construed to make the quitting of his labor by an individual employee an illegal act."

Upon the expiration of existing contracts, and until the laws above referred to are amended and free collective bargaining is again recognized, our members may accept employment only from employers who are willing to employ them under the "Conditions of Employment" which the several unions adopt, after approval by the Executive Council of the I.T.U.

Our unions will give sixty days' notice before an existing contract may be changed, or terminated.

They will notify state and federal conciliation agencies simultaneously thirty days after the original notice.

They will engage in collective bargaining to the extent required by law, bearing in mind that the legal obligation of a "labor organization" under the LMRA to "bargain collectively", meet and confer in good faith with reference to wages, hours, etc., expressly provides as follows: "but such obligation does not compel either party to agree to a proposal or require the making of a concession".

A "Conditions of Employment" form, which must be used by all unions and which is uniform except for local scales and practices, has been printed for the convenience and use of all subordinate unions. The form sets out the conditions under which our members offer their services—so long as they are individually able and willing to work.

It is our policy that local unions do not seek to qualify as representatives under the Labor Management Relations Act, except in special cases, after careful analysis and approval by the Executive Council, and that they do not seek to execute so-called "union shop" contracts. The process provided by the Labor Management Relations Act for that type of contract is too lengthy and cumbersome and there are features of such a "union shop" that are unacceptable to our members. Neither may our unions enter into "no strike" agreements or contracts of any kind without approval of the Executive Council.

The International Typographical Union and its local unions and their officers will file any financial reports and affidavits required by law.

Local unions should not file any unfair labor practice charges or petition for investigation or representation, without first consulting the President of the International Typographical Union and obtaining approval of the Executive Council.

We realize that this policy may bring some disappointment to our employers because it provides for unilateral action. It may be possible for those employers who do not approve the policy to prepare unilaterally a set of conditions of employment that would be satisfactory.

The Executive Council is hereby authorized to interpret, construe and enforce the above policy from August 23, 1947.

Committee reports favorably with the following comment:

The Committee has considered the reports of the officers bearing on this subject and given close attention to the analysis of the Labor Management Relations Act as presented to this Convention by Attorney Robert Wilson of the legal staff of the American Federation of Labor. We have given consideration to the practices followed by the Executive Council and local unions : the issuance of "Conditions of Employment" in states where the closed shop has been banned by state laws.

It is the conclusion of the Committee that the above stated collective bargaining policy of the I.T.U. will permit our maintaining our basic rights and prerogatives under any state or federal law that has been adopted or may be adopted.

It is the conviction of the Committee that the application of the above stated collective bargaining policy of the I. T. U. will be the most effective means of preserving the basic and fundamental right to strike.

The Committee believes, that if employers are willing to cooperate with the International Typographical Union in the application of the above stated policy, no widespreal trouble need occur.

CHANGES IN THE LAWS

By-Laws and General Laws become effective January 1, 1948. Proposition No. 51 becomes effective upon dissolution of the M. T. D. U. but not earlier than Oct. 20, 1947. Proposition No. 38 subject to approval by the membership in referendum.

CONSTITUTION

PROPOSITION No. 51

Whereas, In 1926 and 1927 certain temporary injunctions were issued against the officers of the International Typographical Union restraining them from giving force and effect to certain laws adopted by the membership of the International Typographical Union, which injunctions were affirmed in January 1929 by the United States Circuit Court of Appeals; and

Whereas, The said injunctions referred to certain amendments of Article V, I.T.U. Constitution; Article I, I.T.U. Constitution; Article VII, I.T.U. Constitution; Article XIV, I.T.U. Constitution and Article XIII, I.T.U. Constitution; and

* * *

BY-LAWS

PROPOSITION No. 108

Amend Section 1, Article III, By-Laws, "Chapels", by striking out the words in brackets and inserting the word in bold face, as follows:
(Italics sustituted for bold face)

Section 1. It shall not be unlawful for chapels by majority vote to adopt a rule providing for fining a member of the chapel for non-attendance at chapel meetings when present in the [composing room] *office* during the time said chapel meetings were being held.

PROPOSITION No. 68

Amend Section 17, Article IV, By-Laws, "Charges, Trials and Appeals", by inserting the words in bold face, as follows:
(Italics sustituted for bold face)

Sec. 17. A member charged with deliberate ratting may be summarily expelled *by the Executive Council in cases where the International Union is conducting a strike or organizational campaign* without citing him to appear for trial *or a subordinate union may expel a member for deliberate ratting without citing him to appear for trial* if the report of the investigating committee is supported by three-fourths vote of members present and voting. A local union may expel any member of the International Typographical Union found guilty of ratting within its jurisdiction. Notice of such expulsion must be forwared to the local union with which the expelled member was affiliated and to the Secretary-Treasurer of the International Union.

PROPOSITION No. 50

Amend Section 36, Article IV, By-Laws, "Charges, Trials and Appeals", by striking out entire section in

brackets and renumbering other sections to correspond.

[Sec. 36. A member who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council as provided herein: Provided, When a subordinate union has made specific provision in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract.]

PROPOSITION No. 67

Amend Section 43, Article IV, By-Laws, "Charges, Trials and Appeals", by striking out word in brackets and inserting word in bold face, as follows:
(Italics sustituted for bold face)

Sec. 43. Any subordinate union, member, or members refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member or members refusing to accept and observe decision of a convention upon a matter that has been appealed shall be subject to summary [suspension] *expulsion* by the Executive Council.

• • •

Sec. 16. Only the local union of which the deceased was a member at time of death (or the local union having charge of the funeral of a member on traveling card) shall have the right to file claims for reimbursement as provided in section [12] 11 hereof. Where the deceased is to be buried in a place other than where death occurs the local union with which deceased's card is on deposit shall make all arrangements and report fully on mortuary benefit application blanks to the Secretary-Treasurer of the International Union. Payment of mortuary benefits shall only be made on receipt of mortuary benefit application blanks fully made out by the local officers. Where the beneficiary of a deceased member died before mortuary benefit check is cashed the local union may handle joint funeral expenses the same as though they were of the deceased only.

PROPOSITION No. 25

Amend Section 12, Article XIX, By-Laws, by inserting the words in bold face as follows:
(Italics sustituted for bold face)

Sec. 12. No member of a subordinate union on strike shall be entitled to the weekly benefit unless he reports daily to the proper officer of the subordinate union while the strike continues. Any member refusing work while out on strike shall be debarred from all benefits under this law, and for each day's work performed ***in excess of one shift***, one-fourth of the member's regular strike benefits for that week shall be deducted.

GENERAL LAWS

SUBSTITUTE FOR PROPOSITION No. 125

Add new paragraphs to Section 1, Article III, General Laws, as follows:

It is our policy that we continue to maintain our long standing reputation for integrity in performing our contracts and carrying out our union commitments.

It is our policy that we maintain our historic rights and prerogatives to which we are entitled and which we have enjoyed for nearly a century.

We believe that the harmony of our relations which has prevailed almost without interruption, for many decades between our members, our local unions and their employers, can continue in the future, as in the past, and it is our policy to try to continue it.

We express this belief despite the fact that ill considered legislation has recently been enacted, the effect of which might easily be disastrous to labor-management relations.

We confidently assert that there are certain provisions in the Labor Management Relations Act of 1947 that are unconstitutional and invalid, that certain provisions of it are impracticable and unworkable and that a great deal of it is inequitable and unjust to organized labor.

We believe that as the provisions of this act become generally known, the law will in time be amended to eliminate its defects and inequities.

While there should not be, and will not be, any attempt on the part of the international or subordinate unions to violate any valid provisions of this law, or of any law, federal or state, yet there should be, and will be, earnest endeavors on the part of these unions to avoid any condition that will result in their being penalized by these laws and to avoid the sacrifice of rights and prerogatives which may be lost by the signing of contracts as heretofore.

The Labor Management Relations Act does not compel the signing of contracts, and refraining from doing so is not a violation or evasion of the law. It will be our policy to refrain from signing contracts in order that we avoid agreeing, or seeming to agree, or voluntarily accepting the conditions created by such a relationship under the Labor Management Relations Act of 1947.

• • •

PROPOSITION No. 106

Whereas, During recent years the acts of organized labor have been presented by various mediums in an unfavorable manner to the public; and

Whereas, Labor has to a great extent permitted this condition to exist and has failed to develop opportunities to further its cause by disseminating corrective and constructive information; and

Whereas, An informed public, sympathetic to the aims of unionism, is necessary to the furtherance of those aims; therefore, be it

Resolved, That subordinate unions of the International Typographical Union, through their officers, label committees, allied councils, and any other available means, use the forum columns of the newspapers, select speakers to appear before clubs, church groups, school organizations, farm bodies, etc., and use whatever other opportunity presents itself to bring about a better understanding of, and more favorable attitude toward, the I. T. U. and the entire labor movement.

PROPOSITION No. 107

Amend Section 2, Article III, General Laws, "Contracts", by inserting words in bold face, as follows: (Italics substituted for boldface)

Sec. 2. No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with International law *and policy* and approved *as such* by the International President. No member holding active membership in any local union shall sign an individual or private contract with any employer, agreeing to work for any stated length of time, wages or conditions. The union alone has the power to contract for conditions, wages and hours.

PROPOSITION No. 111

Whereas, The Social Security Act of 1937, as it now stands, does not permit employes of religious, charitable, and non-profit organizations, hospitals, school teachers or farm workers, to participate in the benefits under the Social Security law, and

Whereas, There are many members of the International Typographical Union who are employed by organizations classed as religious or non-profit institutions, and therefore prevented from accumulating any benefits under the Social Security law, and

Whereas, There is organized opposition to the amending of the Social Security Law, so as to cover every one in all classes of employment; now be it therefore

Resolved, That the 89th Convention of the International Typographical Union, assembled at Cleveland, Ohio, during the week of August 16th to 22nd, 1947, does hereby urge members of Congress and the Senate of the Government of the United States to amend the Social Security Act to include all such employes as are not now covered under the act; and be it further

Resolved, That a copy of this resolution be sent to each member of the Congress and Senate of the Government of the United States; and be it further

Resolved, That copies of this resolution be sent to the Executive Council of the American Federation of Labor and to the Executive Council of the Congress for Industrial Organization requesting them to urge all their affili-

ates to adopt same and take proper action; and be it further

Resolved, That all international and national unions urge through their local unions individual member action by contacting Congressmen and Senators by letter or telegram, urging and insisting upon the foregoing amendment to the Social Security Act.

• • •

GENERAL COUNSEL'S EXHIBIT 7-N-1

Please Post Postcard Bulletin No. 78

HERE IS WHAT IS WRONG WITH THE TAFT-HARTLEY BILL!

1—It would promote industrial chaos by changing all the rules in collective bargaining and weighting them all in favor of one side—the employer who doesn't want to deal with unions.

2—It would damage the public interest and injure the nation's economy by cutting the supports out from under the American standard of living. A weakened and ineffective labor movement could not maintain wage standards and mass purchasing power. Farmers particularly will be hurt by the inability of the masses of industrial workers to buy the food they need for themselves and their families.

3—It would imperil the freedom of American workers by subjecting them to injunctive decrees, under which they could be forced to work against their will for private employers or face jail penalties.

4—It would outlaw closed-shop agreements, the only insurance of union security, and would authorize all sorts of damage suits and anti-trust prosecutions intended to harass labor organizations and render them helpless.

5—It would create an entirely new philosophy in America—a hate philosophy directed against the workers which would only give aid and comfort to those who wish to divide America against itself and promote class warfare and revolution.

Write or Wire President Truman AT ONCE
Requesting VETO
INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved June 6, 1947)

GENERAL COUNSEL'S EXHIBIT 7-N-2

Please Post Postcard Bulletin No. 80

LABOR MANAGEMENT RELATIONS ACT, 1947

Provisions effective on enactment, June 23, 1947:

1. Strikes imperiling national health or safety may be enjoined for 80 days.
2. The President may appoint additional NLRB members.
3. Congress may begin thorough investigation of labor relations.
4. Government employees may not participate in strikes.
5. New check-off contracts and employee trust funds must meet certain requirements.
6. Unions may be sued for breach of contract or for damages resulting from strikes, secondary boycotts, or jurisdictional disputes.

Anti-closed shop provision effective August 23, 1947, BUT where states have anti-closed shop laws, state laws take precedence.

Do not be rushed into signing or renewing contracts before that date. Inflation is still with us. The anti-labor laws will be with us for an unknown time.

However, unless state laws provide otherwise, closed-shop agreements may be made before August 23, 1947, and for a term of not longer than one year.

More in later Bulletins.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved June 25, 1947

GENERAL COUNSEL'S EXHIBIT 7-N-3

Reprint of Postcard Bulletins Pertaining to Taft-Hartley Law

INTERNATIONAL TYPOGRAPHICAL UNION

From the Office of Don Hurd, Secretary-Treasurer

Postcard Bulletin No. 81—T-H-L Point No. 1. 7/1

AS REGARDS CONTRACTS

We are studying the effect of new laws on our relations with employers and doing so in conjunction with the A. F. of L. No hasty or ill-considered action will be taken.

NOTICES OF TERMINATION

Sixty days priors to expiration, serve the following notice of termination of any contracts which expire after August 22, 1947:

"This is to serve you with 60-day notice of termination of the contract heretofore in effect between your company and ..... Union No. ....., a subordinate union of the International Typographical Union.

"To the extent required by Section 8 (b) 3 of the LMRA this is to offer to meet and confer for the purpose of 'negotiating' conditions of employment but reserving all rights provided by said LMRA, Section 8 (d), that such obligation does not compel this union to agree to a proposal or require the making of a concession."

It does not appear at this time that we will want any collective bargaining agreements under the new law.

If the employer makes any changes in established working conditions, notify the President of the I.T.U.

GENERAL COUNSEL'S EXHIBIT 7-N-4

Postcard Bulletin No. 83—T-H-L Point No. 2. 7/14

WARNING!

Under the Taft-Hartley law a union is prohibited from forcing an employer to discharge an employe for not belonging to our union.

Therefore, applicants for membership working on permit must be taken into the union, or their permits cancelled and the applicants removed from their employment, before your closed shop agreement expires.

No permits should be issued after, or if already issued, extend beyond, August 22, 1947, unless a closed shop agreement is in effect.

GENERAL COUNSEL'S EXHIBIT 7-N-5

Postcard Bulletin No. 84—T-H-L Point No. 3. 7/14

TAFT-HARTLEY LAW ADVICE

In Postcard Bulletin No. 81, advice was given regarding cancellation of contracts; in No. 83, a warning as to applicants working on permits. We will continue to give frequent advice as to definite steps to be taken.

When such advice is received it should be followed uniformly by all local unions. If a local union does not arrange its affairs in harmony with the advice we supply, we may not be able to suggest a satisfactory way out of difficulties which may arise.

It would obviously be impossible to answer letters from all local union concerning all the ramifications of the Taft-Hartley law. It is not necessary to do so.

It is necessary that we advise our unions and our members on the particular steps that must be taken to avoid the pitfalls of the law as it applies to us.

Books have been written about the law and various experts differ as to its meaning.

We sat in a conference of labor lawyers held in Washington, D. C., and sat with other International officials who received a report from the AFL legal staff on the Taft-Hartley law.

In separating the wheat from the chaff, we will issue these Bulletins as frequently as possible and request earnest study and complete understanding as regards each point. We will refer to the notice of termination (Postcard Bulletin No. 81) as T-H-L Point 1, and the warning as to permits (Postcard Bulletin No. 83) as T-H-L Point 2. Others will be numbered consecutively.

GENERAL COUNSEL'S EXHIBIT 7-N-6

Postcard Bulletin No. 85—T-H-L Point No. 4. 7/15

Under the T-H-L a union must give sixty days' notice (T-H-L Point 1) and "bargain in good faith." That is so even if the contract has expired.

However, the hurdles and hazards of a contract with an employer under the responsibilities, restraints, coercions and handicaps of the T-H-L appear to make a contract entered into after August 22, 1947, wholly undesirable.

A closed-shop contract made before that date may be desirable.

You do not know at this time whether you want even a closed-shop contract between now and August 22, 1947. However, you must "bargain" anyway. If you do submit a proposal, make it contingent upon acceptance and becoming effective before August 22, 1947. Make it plain the offer will be void after August 22, 1947.

"Bargaining in good faith" can consist of waiting for such proposals and inducements from the employer as may convince you that a contract would be desirable.

After August 22, 1947, you should not offer proposals. The points a union would like to establish as conditions of employment can be the subject of bargaining, but all formal proposals should come from the employers and be submitted to the I.T.U. before any commitment or acceptance of such proposal is made. See Section 2, Article III, I.T.U. General Laws.

Any contract hereafter entered into must contain the following: "If any part of this agreement is declared illegal or inoperative by any agency or court, this entire agreement shall thereupon become null and void."

GENERAL COUNSEL'S EXHIBIT 7-N-7

Postcard Bulletin No. 86—T-H-L Point No. 5. 7/17

A rock-bottom foundation must be built upon which our relations with employers must rest. In order to do so, we must have a clear understanding of our fundamental rights which remain inviolate under T-H-L or any state law.

THIS IS IT—MEMORIZE IT!

We cannot be compelled to make contracts with employers.

We cannot be compelled to work against our will or under conditions unsatisfactory to us.

We CAN collectively promulgate the specific conditions under which our members will work after expiration of existing agreements.

We CAN collectively refuse to work for any employer refusing to meet union-promulgated conditions of employment.

We CAN issue "We Do Not Patronize Lists."

If you read it in these Bulletins it is so, but only exactly what you read. There are a lot of restraints on what a union may do as to strikes and picketing.

GENERAL COUNSEL'S EXHIBIT 7-N-8

Postcard Bulletin No. 87—T-H-L Point No. 6. 7/21

The so-called "union shop" mentioned in the T-H-L is a snare and a delusion.

Even after we stultify ourselves through two elections (besides suffering the indignities of the procedure) we still could not attain the so-called "union shop" unless the employer wanted to give it to us in "collective bargaining."

Even then IF the employer wanted to give you the so-called "union shop" he could not do so in those states which have adopted anti-closed shop laws.

If you hook yourself into being designated bargaining agent under the law and then walk out when non-union men are brought into your shop, you will be charged with striking for an illegal purpose and you can expect injunctions to be slapped on you and damage suits for violation of contract to be started against your union—not the individuals thereof.

Remember: We not only can, but under the T-H-L we must "bargain" for sixty days because we have had collective bargaining in effect heretofore.

Advice—Do not ask for designation as bargaining agent under the T-H-L.

GENERAL COUNSEL'S EXHIBIT 7-N-9

Postcard Bulletin No. 88—T-H-L Point No. 7. 7/22

More about the so-called "union shop" of the damnable T-H-L.

If your union called for an election (in a heretofore closed shop) to be designated bargaining agent and then if your union called for a certification (another election) to ask your employer for a so-called "union shop" and if your union was so designated and certified, the employer could still employ non-union help and dare you to do anything about it.

Both the employer and the rat could sue your union for damages if you did anything about it. Also you could expect injunctions both against the union and the individual members thereof.

The employer could gradually replace a union force with a non-union force. When the non-union workers were in the majority a company union could be formed and it could be designated exclusive bargaining agent.

If your union was designated bargaining agent and if you were granted the right to ask for the so-called union shop and if the employer granted it to you and if he hired non-union help (no matter how anti-union) and if you took the non-union people into your union you still could not get them out of the shop by expulsion from the union so long as the rats were willing to pay dues. What kind of a "union shop" is that? Do you want it?

GENERAL COUNSEL'S EXHIBIT 7-N-10

Postcard Bulletin No. 89—T-H-L Point No. 8. 7/23

The T-H-L is a spider that has cleverly—very cleverly woven a web in which to entrap labor organizations. Do not be the fly.

In the LMRA Board the employer holds all the advantages. His complaints as to unfair labor practices by unions must be given first priority. Complaints of unions against employers as to unfair labor practices may be taken up if there is time and inclination to do so.

The LMRA Board has power to rule against a union and secure a court injunction against it with no cost to the employer.

If you are on strike (exceptions not important to us) the employer can replace you and you have no recognition as employes under the law. Then the rats can vote themselves into recognition as exclusive bargaining agent and be protected by law as such.

For the first time in our history labor union agreements are contracts within the full meaning of that term. After August 22, 1947, many changes must be made. You will be advised if we can devise a contract we can afford to write in view of the hazards of T-H-L labor relations.

If and when we give you specific clauses or contract sections do not agree to any change therein.

GENERAL COUNSEL'S EXHIBIT 7-N-11

Postcard Bulletin No. 90—T-H-L Point No. 9. 7/24

"BARGAINING IN GOOD FAITH"

Our only guide for "good faith" is to remember there are some things so basic that the only bargaining there can be is to insist that we want them. The employer may offer something he wants in like manner. Disagreement may be natural and final.

The "framers" of that despicable T-H-L definitely kept I.T.U. laws in mind as something the I.T.U. will not "bargain" on. One "service bulletin" notes that our refusal might be construed as a "refusal to bargain" within the meaning of the law.

Therefore agree to no proposal offered but lay each aside as a possibility if and provided we can agree on a complete document meeting the test of whether it is in compliance with I.T.U. Law and O.K.'d as such by the President of the I.T.U.

Most of our employers do not know of the ramifications of the law nor its unfair provisions. They too will be receiving advice from employer agencies.

Your patience and persistence are necessary and will be rewarded.

GENERAL COUNSEL'S EXHIBIT 7-N-12

Postcard Bulletin No. 91—T-H-L Point No. 10 7/25

A so-called "union-shop" contract may be legal under the T-H-L, but—the so-called "union shop" is actually a government-established and protected "open shop" which may employ either union or nonunion people. Under such a contract an employer is free to hire whomever he pleases regardless of whether or not the person may be a competent workman and eligible for membership in the union.

Employes so hired may object to the initiation fees and dues (Pension and Mortuary assessment or Home Fund) of the I.T.U. and the local union and then the NLRB may determine that our dues and initiation fees are excessive and set a lower schedule. You will then be faced with two alternatives: (1) accept the new employe at the rates stipulated by the Board, or (2) continue to work with the non-member who may be utterly repugnant and antagonistic to your union.

If you sign the kind of "union shop" contract permitted by the T-H-L you may find yourself working for a foreman who is not a member of the union.

For 95 years members of the I.T.U have considered the designation "union shop" and "closed-shop" as synonymous but these words can no longer be considered as being synonymous. A so-called "union shop" under the T-H-L is simply a government-sponsored open shop.

GENERAL COUNSEL'S EXHIBIT 7-N-13

Postcard Bulletin No. 92—T-H-L Point No. 11 7/28

Under the T-H-L "union shop" rats, non-unionists and union disrupters are accorded the same priority benefits as union members.

Under the law the "union shop" is a government sanctioned and protected open shop.

Any union which falls for the "union shop" scheme will be liable to all kinds of court and board litigations, and penalties, if it tries to maintain our historic union priority. Under the T-H-L your union can be charged with coercion which is anything you do to interfere with a rat or a rat foreman keeping or getting a job. Under the LMRA "union shop" this vermin has government protection to obtain and keep jobs in heretofore union offices and share in priority standing. With agent provocators, union disrupters and stool-pigeons out to destroy unions, you can well imagine the difficulties a union will encounter trying to maintain only union men on the job in a so-called "union shop."

Agents of employers, and even well intentioned employers, may tell you that you can go along with a LMRA sanctioned "union shop" and nothing will disturb your priority system. Don't take the chance. Once you are under a government LMRA "union shop" agreement your basic union rights become subject to arbitration, interpretation and decision by some LMRA "professor" or "lawyer" with no conception of unionism or how a composing or mailroom operates. The employer cannot join with you in getting rid of a rat. Moreover, if you accept a "union shop" under the T-H-L, a rat foreman could hold his job over the priority of union members. He may make application to the union and then go before the LMRA complaining that the dues are too high. If the Board agrees, he need not join the union even under the so-called "union shop."

The risk is too great. Don't let your union become involved in LMRA chaos.

GENERAL COUNSEL'S EXHIBIT 7-N-14

Postcard Bulletin No. 93—T-H-L Point No. 12 7/29

If you reach an agreement before August 22, 1947, include these section. After August 22 do not verbally agree to or sign anything without communication with the President of the I.T.U.

(1) The parties hereto, in mutual consideration of the execution of this instrument, agree that it may be cancelled and terminated at any time hereafter by either party, upon sixty days' written notice of said termination to the other party and that neither party hereto shall bring any legal action against the other party or be liable in damages for any breach or alleged breach of the contract between them, or for any other matter growing out of their relations one with the other.

(2) The parties further agree that: If any part of this agreement is declared illegal or inoperative by any agency or court this entire agreement shall thereupon become null and void.

(3) It is agreed that the union is the exclusive bargaining agent for all composing room employees and it is further agreed that the term composing room employees is subject to definition and limitation only by ..... Typographical Union No. ..... and the International Typographical Union. It is further agreed that in the event of a difference of opinion between the employer and said unions as to the desirability of the union's ruling defining composing room employees the employer may, on 10 days' notice to the union, declare this contract null and void. It is further agreed that during said 10 days or other period of time during which such a controversy may exist the employer will not appeal to any agency whatsoever for a determination of that issue but that said issue is a matter for agreement or settlement solely by the employer and the union.

(4) It is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25.00; provided, that said limitation of $25.00 shall not apply to claims for wages.

(5) It is agreed by and between the parties hereto that while it is their intention to preserve the historic

and successful processes of collective bargaining there is no intention to violate any Federal or State law. In the event that any action is brought against either party to this agreement by any person or agency whatsoever attacking the validity of this agreement or seeking to prevent its terms being carried out, either party to this agreement may thereupon declare this agreement null and void.

(6) It is further agreed that no member of the union, second party hereto, shall be required or expected to cross a picket line established by a subordinate union of the International Typographical Union.

GENERAL COUNSEL'S EXHIBIT 7-N-15

Postcard Bulletin No. 94—T-H-L Point No. 13. 8/6

The Chairman of the Special Standing Committee of the American Newspaper Publishers' Association has tried, in Bulletin No. 4958, to influence publishers to resist efforts of the I.T.U. to preserve its historic rights and prerogatives.

Some publishers may try to follow his lead. We are compelled to stand unqualifiedly on the kind of contract extensions provided for in "Form A" as sent to local unions and as printed in Postcard Bulletin No. 93—T-H-L Point No. 12.

Use "Form A" verbatim—no changes acceptable.

This is why: We have had competent legal advice in maintaining our rights. If we change our policy, which is based on the advice of our attorneys, chaos will be the result. We know what was intended by the Taft-Hartley law and what it can do to us. The employers may not know but will try to follow A.N.P.A. advice in its union-wrecking course.

Officers and Scale Committees: Get your Postcard Bulletins in front of you and study them carefully!

GENERAL COUNSEL'S EXHIBIT 7-N-16

Postcard Bulletin No. 95—T-H-L Point No. 14. 8/7

WARNING!

After August 21, 1947, no union can protect itself in the essentials of I.T.U. laws if it signs a contract with employers.

The T-H-L will prevent your securing a closed-shop contract. The T-H-L will prevent you from excluding non-union men. The T-H-L will prevent your refusing to handle struck work. The T-H-L will interfere with your jurisdiction over work.

Read and remember all T-H-L Bulletins.

Remember the rock-bottom foundation—T-H-L Point No. 5.

We cannot be compelled to make contracts with employers.

We cannot be compelled to work against our will or under conditions unsatisfactory to us.

We can collectively promulgate the specific conditions under which our members will work after expiration of existing agreements.

We can collectively, refuse to work for any employer refusing to meet union-promulgated conditions of employment.

We can issue "We Do Not Patronize" Lists.

When you receive a printed form for use as Conditions of Employment use the form. Then any proposed changes will be easily reviewed. Write or wire for more forms as needed. This is important!

GENERAL COUNSEL'S EXHIBIT 7-N-17

Please Post Postcard Bulletin No. 96

1. Follow I.T.U. Policy no matter what happens!
2. If it becomes necessary to leave your job make no statement to employer, conciliator or anyone else as to the reason. You will strike or quit work because you do not want to work for a particular employer or do not want to work at all; you will be refraining from working because you want to do so and for no other reason.
3. If an employer indulges in practices that make you unhappy he is lowering efficiency. He ought to know that a union man with worries is less efficient than a stenographer in love.
4. The Executive Council will advise you as to the course to follow in any trouble that arises. Our laws are clear and must be followed as regards strikes and lockouts.
5. Patience, confidence and determination under any and all circumstances must be your guide in thinking and acting.
6. Despise the humor monger and discuss facts only.
7. You can get all facts necessary from official communications and The Typographical Journal. Read the proceedings of the convention and remember our Policy was unanimously adopted.
8. Follow the procedure of the T-H-L as outlined to you in our Collective Bargaining Policy. Any proposal of an employer must be complete and referred to the President of the International Typographical Union before any commitment of any kind is made to local committees or unions.
9. A fair employer is an asset. An employer who tries to take advantage of the weapons of the T-H-L is your enemy.
10. We are not violating any valid law by following our Collective Bargaining Policy.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved August 25, 1947)

GENERAL COUNSEL'S EXHIBIT 7-N-18

Please Post Postcard Bulletin No. 97

T-H-L POINT No. 16

Local Unions Must Notify Federal and State Conciliation Agencies

Thirty days after serving employers with 60-day notice of termination of existing contracts local unions must notify the Federal Mediation and Conciliation Service and simultaneously therewith notify any State or Territorial agency established to mediate and conciliate disputes with the State or Territory, provided no understanding has been reached by that time.

The following form may be used:

To Federal Mediation and Conciliation Service
Washington, D. C.

This is to serve notice as required by Section 8(d)3, LMRA, that a dispute exists between ..... Union No. ...., I.T.U., whose address is ..... and certain employers. Representatives have met with these employers and discussed terms of employment of members to become effective after .....194....., expiration date of existing agreements. To date no satisfactory understanding has been reached.

Signature of local officer.

Identical notice should be served on State or Territorial mediation and conciliation agencies.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved September 2, 1947)

GENERAL COUNSEL'S EXHIBIT 7-N-19

Please Post — Postcard Bulletin No. 98

T-H-L POINT No. 17

Our Objective in Conferences with Employers

First.—Submit our offer consisting of two paragraphs as follows:

OUR OFFER IN COLLECTIVE BARGAINING.

1. We propose that there be no signed, verbal or any other kind of a contract.

2. We propose that the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the "Conditions of Employment" set by the union.

Second.—Try to determine, through discussion, a fair price for our labor, giving due consideration to employers' arguments and ability to meet conditions which the union contemplates prescribing. Bear in mind that once the union, with approval of the Executive Council of the I.T.U., promulgates "Conditions of Employment," failure on the part of the employer to comply therewith will result in a declaration of a lockout. Such declaration must also have the approval of the Executive Council.

N. B.—Use "Conditions of Employment" forms furnished by the I. T. U. adding any necessary additional sections in the blank spaces on reverse side.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved September 3, 1947)

GENERAL COUNSEL'S EXHIBIT 7-N-20

Please Post Postcard Bulletin No. 99

T-H-L POINT No. 18

Our Collective Bargaining Policy unanimously adopted by the convention went into effect August 22, 1947. It was also adopted as a part of our General Laws effective January 1, 1948. (See Convention Proceedings.)

That policy can be successful only so long as local unions and employers fail to reach an agreement by the processes of collective bargaining.

If the union and employers reach an agreement they may be compelled to sign a written contract to that effect. (A Supreme Court decision in 1941 under the old Wagner Act compelled an employer to put in writing the terms of a contract to which he had agreed.) The T-H-L specifically compels it If Agreement Is Reached. Sec. 8(d).

The T-H-L adds a new provision to limit responsibility as follows: "but such obligation does not compel either party to agree to a proposal or require the making of a concession."

Therefore take every offer of the employer under advisement. If the employer makes a complete proposal receive it for consideration and forward it to the I.T.U. as provided by Section 2, Article III, General Laws. Nothing but a complete proposal shall be so forwarded.

Ignore the propaganda in newspapers and magazines. No court can or will write a contract for you. No court can or will compel you to agree to anything. Even the T-H-L as above quoted prevents such compulsion.

Under the old Wagner Act real collective bargaining was encouraged and the right to make a closed shop agreement was protected.

Under the T-H-L collective bargaining is being made too difficult and the making of contracts is now undesirable to organized labor.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved September 5, 1947)

GENERAL COUNSEL'S EXHIBIT 7-N-21

Please Post Postcard Bulletin No. 100

T-H-L POINT No. 19

Follow I.T.U. Collective Bargaining Policy no matter what happens!

Not even the Supreme Court of the United States can or will order or compel you to agree to anything.

The only compulsion of the T-H-L is that you "bargain in good faith" but there is no legal definition thereof in the law. There is a limitation which prevents bureaucratic effusion.

If by chance the NLRB or a court should say we have not bargained in good faith, the board or court would have to define it or leave it to our own definition.

But suppose a court should order you to make specific proposals on wages, hours, and working conditions. We have never been accused of a lack of imagination.

The Bureau of National Affairs interprets the T-H-L to mean "There is no obligation to agree to a proposal or to make a counter-proposal."

It is simple common sense that if you cannot be compelled to agree to anything you cannot be compelled to offer something which, if accepted, would bind you by contract.

We are plagued by bootlicking columnists and special writers as well as mainline editorials of editors or owner-editors boosting their own stock at our expense. Let them rave.

Our fundamental freedoms are at stake in this struggle. It will be a fight in which we may lose a few skirmishes but we will win the battle.

We want to get along with our employers and keep their good will. We can do it but not under T-H-L contracts.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved Sept. 24, 1947)

GENERAL COUNSEL'S EXHIBIT 7-N-22

Please Post Postcard Bulletin No. 101

T-H-L POINT No. 20

WARNING—Pay No Attention to Newspapers and Radio

Newspapers and radio are printing and broadcasting stories distorting the actions and policies of the I.T.U. They are trying to confuse you and the other listeners and readers.

It is difficult for members in the different unions to understand the technicalities of the T-H-L. Your Executive Council is acting on advice of the best legal counsel available and is in close touch with the situation. Disregard statements as to what has been done until you get the information ungarbled and complete from the I.T.U.

We are advised as to what is going on in Washington and Baltimore where Denham and his boys are leading an attack on the I.T.U. He has erected a fanciful dragon which he will want credit for slaying.

We will match any employer in bargaining in good faith and meet all the technical requirements of the T-H-L in doing so.

We can protect ourselves, even in the clinches. It may be tough but we have no choice except to fight back when attacked.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved September 27, 1947)

GENERAL COUNSEL'S EXHIBIT 7-N-23

(Postcard—postmarked Indianapolis, Ind.—Dec. 17, 1947—7:30 P.M.—addressed to Reese J. Highfield, 34 S. High St., Suite 501, S182, Akron 8, Ohio.)

Please Post Postcard Bulletin No. 102

T-H-L POINT No. 24
Reiterated WARNING

Some employers are trying to hook local unions with "gentlemen's" or verbal agreements. Beware of such schemes and remember contracts cannot legally be entered into unless and until approved by the I.T.U. Executive Council. Don't forget a verbal agreement is, under the T-H-L, the same as a signed contract. Read again the Collective Bargaining Policy unanimously adopted by the Cleveland Convention.

If your union does make such agreements the employer can use the Taft-Hartley Law to impose non-union men on you and do all the other destructive things the T-H-L sponsors and protects.

Employers are now offering many deceptively worded plans which are extremely dangerous to you and which, if accepted, will subject your union to NLRB charges and law suits.

Follow previous advice and you will not regret it. Disregard that advice and your union may not live very long.

INTERNATIONAL TYPOGRAPHICAL UNION
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer
(Approved December 15, 1947)

GENERAL COUNSEL'S EXHIBIT 7-O

INTERNATIONAL TYPOGRAPHICAL UNION

From the Office of Don Hurd, Secretary-Treasurer
P. O. Box 728 Telephone WAbash 3373
Indianapolis 6, Indiana

STEPS IN COLLECTIVE BARGAINING

Habit is habit, not to be flung out the window by any man but coaxed downstairs a step at a time.—Mark Twain.

1. Give 60-day notice of termination. See Postcard Bulletin No. 81.
2. Read Postcard Bulletin No. 86 T-H-L Point No. 5. The mere fact that a union and employers have been under contract compels the parties to go through procedure of T-H-L to "Bargain in good faith."
3. Read Postcard Bulletins No. 90, 91 and 92.
4. Meet with any specified representatives of employers and require a statement as to who the representatives are. You are not required to meet with any but such representatives—especially lawyers who are not included in such a statement as collective bargaining representatives of the employer, or stenographers who are there to make records for ulterior purposes.
5. If the employer's representatives press for statements on policy they are fishing for admissions that you are not "bargaining."
6. Discuss only what pertains to wages, hours and working conditions from the standpoint of their desirability and what might be good for both parties.
7. When employers ask for proposals give them the "offer" on Postcard Bulletin No. 98. Follow advice thereon. Do not argue the propriety or legality of the "offer."
8. Read Postcard Bulletin No. 99, T-H-L Point No. 18. Study it carefully.
9. Write down many questions to ask in an effort to get the employer's opinion and tolerance toward wages and conditions the union would like to prescribe in "Conditions of Employment." Stay away from questions of policy. An employer who wants to get along will not ask them.

10. If an employer would rather establish "Conditions of Employment" and does so, do not withdraw members until our laws as to strikes and lockouts have been complied with. No "Conditions of Employment" are acceptable that provide for operation for a definite period of time. Such might be interpreted to be a contract.
11. If the employer posts or gives the union a statement of "Conditions of Employment" prescribed by him, notify him that the matter is being referred to the I.T.U. and that the continuation of our members to work must not be construed as acceptance of those "Conditions of Employment" but only as complying with our laws before other action is taken by the union.
12. Thirty days after the 60 day notice of termination send 30-day notice as advice on Postcard Bulletin No. 97, T-H-L Point No. 16. When conciliators come in show them our "Offer" T-H-L Point No. 17. They know all about our "no-contract" policy. If they want meetings between the parties sit in and go all through the same procedures followed before they came in. Be patient, persistent and confident. Let employers and conciliators come to you with suggestions. You must "bargain" but you cannot be compelled to agree to anything.
13. If the employers hand you a complete proposal forward it to the President of the I.T.U. with a full explanation. Do NOT submit it to the local union until it has been approved by the I.T.U. Do not be too brief in your letter to headquarters. Write on all pertinent activity during "negotiations."
14. Use the "Conditions of Employment" form from Headquarters and make as little change as possible to generally conform to the terms of an approved expired contract. Do not change numbers of sections on the form. Add subsections if necessary.

ANPA—Rec'd Oct. 21, 1947.

ANPA ASKS FULL PUBLICITY OF ITS POSITION—HERE IT IS—AND OUR REPLY

American Newspaper Publishers Association

Special Standing Committee

Chicago, Illinois
September 9, 1947

Mr. Woodruff Randolph, President
International Typographical Union
P. O. Box 428
Indianapolis 6, Indiana

Dear Mr. Randolph:

The ANPA feels that the facts require that an answer be made to recent statements by responsible I.T.U. officials. These statements put in an inaccurate light the attitude of ANPA and its members toward the I.T.U. and its member locals.

Certain statements made by you and other statements made in the name of the I.T.U. Executive Council go so far as to allege a generally hostile attitude on the part of ANPA towards I.T.U. locals and the existence of a conspiracy by ANPA to weaken or undo the I.T.U. and to force upon it disadvantageous and unfair working conditions.

I have been authorized by the Board of Directors of ANPA to make to you, as President of the I.T.U., and for the benefit of members of the locals of I.T.U., the following declarations:

(1) The ANPA is not hostile to I.T.U. or to any other group of employees in the newspaper business.

(2) The ANPA, acting as an organization of employers of printing craftsmen, desires the existence in the newspaper publishing business of amicable relations with employees, stability in labor-management relations, and mutual respect.

(3) The ANPA asserts its belief in the principles of collective bargaining and the amicable settlement of differences and disputes under democratic processes that guarantee the rights and equities of all parties involved.

(4) The members of ANPA have always clothed its Special Standing Committee with authority and capacity to meet with the representatives of any union or group of employees to discuss common problems and to make recommendations based upon the outcome of such discussions, despite your statement to the contrary to your convention.

(5) The ANPA emphasizes its desire always to arrive at agreements with unions or groups of employees under which stability of the industry and security to its employees will be insured, without recourse to strikes, lockouts, or work stoppages, and without recourse to agencies outside of those created by agreement of the parties.

(6) The ANPA believes that all problems that exist between its members and their employees can be settled by machinery agreed upon by them in a spirit of fair dealing, and asserts its desire to meet those problems in such a spirit.

I bring to your attention the suggestion made by me, as Chairman of the ANPA Special Standing Committee, a short while ago that representatives of the ANPA meet with your Executive Council to discuss with you all of the matters that would seem to demand our mutual attention with a view to resolving existing differences. We have had no word from you as to this suggestion. I am authorized to renew it, and to urge upon you a meeting to seek a solution of problems that stand in the way of mutual understanding and good-will.

We have in mind your own words in your speech at the recent I.T.U. convention that "the matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible." We join with you in the assertion. At another point you said, "we do want our employers to know that we are embarking upon no new endeavors of conquest against them or their business." Unfortunately, intentionally or not, certain recent official actions by the I.T.U. have operated to disturb traditional relationships and to give the impression that new and untried fields are to be entered upon. These have acted as a disturbing influence and as a threat to a state of labor-management relations in the newspaper publishing business that has long been regarded as a model. We do not

agree that any good reason exists for the introduction of these factors. We believe an even tenor of mutually satisfactory relationships can be maintained. The declarations herein affirm that belief.

We offer to meet with representatives of your union in a sincere and honest effort to explore all of the problems and to seek in concert with you a solution to them that will protect our mutual interests. We would like to have the position of the ANPA, as recited herein, known to the rank and file of the membership of I.T.U. We believe they are entitled, in view of the charges that you have made against ANPA, to know of this straight-forward disavowal of any hostility or antagonism towards I.T.U. and its locals.

We hope you will agree to our proposal for an early meeting and that your Executive Council will direct your local unions to maintain production.

Sincerely yours,
G. N. Dale (signed)
Chairman

GND:lk

I. T. U. Objective: Preservation of Working Conditions Its Members Have Enjoyed for a Century

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International Typographical Union
Office of the President

Indianapolis, Indiana
September 10, 1947

Mr. George N. Dale, Chairman
Special Standing Committee
American Newspaper Publishers Association
360 North Michigan Avenue
Chicago 1, Illinois

Dear Mr. Dale:

This is to acknowledge receipt of your letter of September 9, 1947, in which you take exception to certain statements and actions of the officers of the International Typographical Union and in which you make a number of declarations of policy and belief of the Board of Directors of the ANPA and the members of the Special Standing Committee thereof.

Since the matters to which you take exception are not enumerated or specified in any way, I have no way of replying to those statements. For the purpose of this letter then I can only say that the statements of the officers of the International Typographical Union are based on the record of the past and our actions have been taken on the basis of necessity.

Of course, we cannot blame the American Newspaper Publishers Association for the adoption of the Taft-Hartley law but neither can we say that we know of any publisher that objected to the passage of that law or who made any objections to the provisions of the law while it was being debated in Congress. Quite to the contrary, we read many editorials in support of the Taft-Hartley law and there was unlimited publicity given to the assertions and statements of those who were pushing that bill in both Houses of Congress.

As to the six declarations authorized by the Board of Directors of the ANPA, I may say that we are quite willing to regard them as the attitude of the ANPA as of this date. The six declarations are expressed in general terms and their exact meaning can only be determined after a conference such as you suggest.

The Executive Council of the International Typographical Union is quite willing to meet with the Special Standing Committee of the American Newspaper Publishers Association and in the words you quote from my speech at the convention, "the matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible."

Since the Board of Directors of the ANPA has authorized the six declarations contained in your letter I presume they do so with more authority than **Elisha Hanson,** the General Counsel for the American Newspaper Publishers Association, had in his expressions to the conference in Chicago of "more than 300 newspaper executives and those engaged in Labor Relations Work."

We would like to believe that the belligerent, bellicose and hostile expressions in the editorial and news content of Editor and Publisher are made on the sole responsibility of that publication and not because of any inspiration from any officer or committee of the American Newspaper Publishers Association.

Without knowing what occurred in the above mentioned conference, other than the quotations from the speech of Elisha Hanson as printed in Editor and Publisher, we have no way of knowing of the intent behind the six declarations contained in your letter. However, we are quite willing to try to find out through a conference between your Special Standing Committee and the Executive Council of the International Typographical Union.

It is our judgment, however, that if the attitude of the Special Standing Committee is to be based on the published statement attributed to Elisha Hanson, General Counsel for the American Newspaper Publishers Association, the conference will be productive of no results. It is likewise our judgment that if it is the intention of the Special Standing Committee to urge the signing of contracts under the present conditions created by the Taft-Hartley law, the results of the conference will be nil.

The course to be followed by the International Typographical Union was determined by the recent convention and that course will be followed. However, I reiterate what I said during the recent convention. "The matter of avoiding conflict should be thoroughly explored and as much conflict avoided as possible." We are glad that you join with me in that assertion. I likewise reiterate that what I said at another point "we do want our employers to know that we are embarking on no new endeavors of conquest against them or their business."

If our employers are embarking upon a campaign to destroy the working conditions we have enjoyed for over a hundred years, we will learn of it officially when they begin.

In your letter you propose an early meeting and say "we offer to meet with representatives of your union in a sincere and honest effort to explore all of the problems and to seek in concert with you a solution to them that will protect our mutual interests." We accept that offer and suggest that the meeting be held during the week beginning the 15th and ending on the 20th of September, 1947.

Since the last meeting between your Committee and our Executive Council was held in Chicago, I suggest that if you are agreeable to a meeting during that week, it be held here in Indianapolis.

Awaiting your reply as to time and place for the meeting, I am

Cordially and sincerely yours,
Woodruff Randolph (signed)
President

l:mc

COLLECTIVE BARGAINING POLICY

(For use in the United States and elsewhere if necessary.)

It is our policy that we continue to maintain our long standing reputation for integrity in performing our contracts and carrying out our union commitments.

It is our policy that we maintain our historic rights and prerogatives, to which we are entitled and which we have enjoyed for nearly a century.

We believe that the harmony of our relations which has prevailed, almost without interruption, for many decades between our members, our local unions and their employers, can continue in the future, as in the past, and it is our policy to try to continue it.

We express this belief despite the fact that ill considered legislation has recently been enacted, the effect of which might easily be disastrous to labor-management relations.

We confidently assert that there are certain provisions in the Labor Management Relations Act of 1947 that are unconstitutional and invalid, that certain provisions of it are impracticable and unworkable and that a great deal of it is inequitable and unjust to organized labor.

We believe that as the provisions of this act become generally known, the law will in time be amended to eliminate its defects and inequities.

While there should not be, and will not be, any attempt on the part of the international or subordinate unions to violate any valid provisions of this law, or of any law, federal or state, yet there should be, and will be, earnest endeavors on the part of these unions to avoid any condition that will result in their being penalized by these laws and to avoid the sacrifice of rights and prerogatives which may be lost by the signing of contracts as heretofore.

The Labor Management Relations Act does not compel the signing of contracts, and refraining from doing so is not a violation or evasion of the law. It will be our policy to refrain from signing contracts in order that we avoid agreeing, or seeming to agree, or voluntarily accepting the conditions created by such a relationship under the Labor Management Relations Act of 1947.

Even the Taft-Hartley Law provides that:

"Nothing in this Act shall be so construed to require an individual employee to render labor or service without his consent, nor shall anything in this Act be construed to make the quitting of his labor by an individual employee an illegal act."

Upon the expiration of existing contracts, and until the laws above referred to are amended and free collective bargaining is again recognized, our members may accept employment only from employers who are willing to employ them under the "Conditions of Employment" which the several unions adopt, after approval by the Executive Council of the I.T.U.

Our unions will give sixty days' notice before an existing contract may be changed or terminated.

They will notify state and federal conciliation agencies simultaneously thirty days after the original notice.

They will engage in collective bargaining to the extent required by law, bearing in mind that the legal obligation of a "labor organization" under the LMRA to "bargain collectively," meet and confer in good faith with reference to wages, hours, etc., expressly provides as follows: "but such obligation does not compel either party to agree to a proposal or require the making of a concession."

A "Conditions of Employment" form, which must be used by all unions and which is uniform except for local scales and practices, has been printed for the convenience and use of all subordinate unions. The form sets out the conditions under which our members offer their services—so long as they are individually able and willing to work.

It is our policy that local unions do not seek to qualify as representatives under the Labor Management Relations Act, except in special cases, after careful analysis and approval by the Executive Council, and that they do not seek to execute so-called "union shop" contracts. The process provided by the Labor Management Relations Act for that type of contract is too lengthy and cumbersome and there are features of such a "union shop" that are unacceptable to our members. Neither may our unions enter into "no strike" agreements or contracts of any kind without approval of the Executive Council.

The International Typographical Union and its local unions and their officers will file any financial reports and affidavits required by law.

Local unions should not file any unfair labor practice charges or petition for investigation or representation, without first consulting the President of the International Typographical Union and obtaining approval of the Executive Council.

We realize that this policy may bring some disappointment to our employers because it provides for unilateral action. It may be possible for those employers who do not approve the policy to prepare unilaterally a set of conditions of employment that would be satisfactory.

The Executive Council is hereby authorized to interpret, construe and enforce the above policy from August 22, 1947.

It must be understood that, whatever you may read in the newspapers and magazines, no change will be made in our collective bargaining policy which was unanimously adopted by our 89th Convention at Cleveland August 16-22, 1947.

Read and study that policy as printed above and in the Daily Convention Proceedings, the Changes in Laws pamphlet, the Bulletin and the Typographical Journal. Our "no-contract" policy was forced upon us by the Taft-Hartley Law.

By Order of the Executive Council.

Woodruff Randolph, President.
Larry Taylor, Vice-President.
Elmer Brown, Vice-President.
Don Hurd, Secretary-Treasurer.

(Seal)

Approved September 15, 1947. Please Post

GENERAL COUNSEL'S EXHIBIT 7-P

INTERNATIONAL TYPOGRAPHICAL UNION

(Seal)

Woodruff Randolph, President
Postoffice Box 428, Indianapolis 6, Indiana

October 6, 1947

To the Officers and Scale Committee of
All Subordinate Unions:

Confidential Not to Be Printed or Posted.

The contract form P-6(a) prepared for submission when employers insist on a contract contains ample reason for rejection by employers in the first paragraph which provides for 60 days' termination. DO NOT CHANGE THAT LIMIT.

The other sections on the first page (a) to (i) inclusive are absolutely necessary. DO NOT CHANGE THEM IN ANY WAY.

This contract offer makes our "Conditions of Employment" form much more desirable by employers.

Fraternally,
Woodruff Randolph,
President.

l:mc
encl:

GENERAL COUNSEL'S EXHIBIT 7-Q

AGREEMENT

This Agreement, Made and entered into this.....day of .....by and between the..... .....Company, through its authorized representatives, the party of the first part, and..... .....Union No....., by its officers or a committee duly authorized to act in its behalf, party of the second part, shall be effective from..... and shall continue in effect unless and until terminated by either party by written notice of sixty days.

(a) Party of the first part hereby recognizes the party of the second part as the exclusive bargaining representative of all employes subject to the latter's jurisdiction.

(b) The party of the first part recognizes the right of the party of the second part to formulate laws, rules and decisions for conditions under which its members may seek or accept employment and agrees there shall be no interference whatsoever by the party of the first part in the observance of such laws, rules and decisions, nor shall any issue be raised or complaint considered except in event such laws, rules or decisions conflict with the terms of this agreement.

(c). It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

(d) The party of the first part agrees that it will not assign any work traditionally performed by journeymen and apprentice printers to any employe other than journeymen and apprentice printers, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this agreement as to the correctness or desirability of the party of the second part's determination as to what work has been traditionally performed by journeymen and apprentice printers, the party of the first part may, on 10 days' notice to the party of the second part, declare this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek Joint Standing Committee or outside assistance in the determination of such matters, but that said 10-day period shall be used entirely in efforts to

compose the matter solely between the parties to this agreement.

(e) The party of the first part recognizes that the party of the second part cannot compel members to work with non-union printers and apprentices and therefore agrees that any refusal by its workers to work with non-union employes shall not constitute a breach of this agreement.

(f) The parties further agree that: No member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union.

(g) The party of the first part agrees not to require its employes to perform composition or other work executed or to be further work on, wholly or in part, by employes working under sub-standard conditions, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this agreement as to the correctness or desirability of the party of the second part's determination as to what work has been produced under substandard conditions, the party of the first part may on 10 days' notice to the party of the second part, declare this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek Joint Standing Committee or outside assistance in the determination of such matter, but that said 10-day period shall be devoted entirely to efforts to compose the matter solely between the parties to this agreement.

(h) A standing committe of two representatives appointed by the party of the first part, and a like committee of two representatives appointed by the party of the second part, shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this joint standing committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of the agreement, except as provided otherwise herein, or alleged violations thereof, which can not be settled otherwise, and such joint standing committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint standing committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to appoint two arbiters, and the four to agree upon a fifth. The decision of

this board shall be final and binding upon both parties: Provided: That local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration. The conditions prevailing prior to any such dispute shall be maintained until decided as above provided.

(i) It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertaking herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages.

BOOK AND JOB SCALE

Section 1. .....hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. .....hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of.....hours and .....minutes and shall be paid for at.....dollars per week above the regular night rate.

Section 5. Foremen shall receive not less than $..... per week for day work and not less than $.....per week for night work.

Section 6. Unless otherwise specified in Section 37 all journeymen shall receive not less than $..... per week for day work and not less than $.....per week for night work.

Section 7. Machinist-operators shall receive not less than $.....per week for day work and not less than $.....per week for night work, based on operating and caring for one machine.

Section 8. A machinist shall be employed where..... or more machines are in operation. Machinists shall receive not less than $.....per week for day work and not less than $.....per week for night work.

Section 9. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

(The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than forty (40) cents per hour as provided by the Fair Labor Standards Act.)

	First Six months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth year	.....%	.....%

DAILY NEWSPAPER SCALE

Section 10. .....hours shall constitute a day's work; five days shall constitute a week's work.

Section 11. .....hours shall constitute a night's work; five nights shall constitute a week's work.

Section 12. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 13. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of.....hours and .....minutes and shall be paid for at.....dollars per week above the regular night rate.

Section 14. Foremen shall receive not less than $..... per week for day work and not less than $.....per week for night work.

Section 15. Unless otherwise specified in Section 37 all journeymen shall receive not less than $..... per week for day work and not less than $.....per week for night work.

Section 16. Machinist-operators shall receive not less than $.....per week for day work and not less than $.....per week for night work, based on operating and caring for one machine.

Section 17. A machinist shall be employed where..... or more machines are in operation. Machinists shall re-

ceive not less than $.....per week for day work and not less than $.....per week for night work.

Section 18. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

(The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than forty (40) cents per hour as provided by the Fair Labor Stardards Act.)

	First Six months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth year	.....%	.....%

APPRENTICES

Section 19. Apprentices may be employed in the ratio of one to every.....journeymen regularly employed until.....apprentices have been employed, then the ratio shall be one to every.....journeymen. No office will be permitted more than.....apprentices.

Section 20. Apprentices shall not be less than sixteen years of age at the time of beginning their apprenticeship. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work. Arrangements must be made to have apprentices during the final year instructed on any and all type-setting and typecasting devices in use in the office where they are employed.

Section 21. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 22. Apprentices shall be given the same pro-

tection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 23. No apprentice shall be employed on overtime work in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section 19. At no time shall any apprentice have charge of a department or class of work.

Section 24. Apprentices shall undergo periodic examinations before the local committe on apprentices. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his representative has the right to be present and take part in any and all examinations.

Section 25. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this agreement—whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such fact must be set forth in the report.

Section 26. The local union reserves the right to refuse to register apprentices in any office which has not the necessary equipment to afford instruction being given in the different branches of work agreed upon.

MISCELLANEOUS

Section 27. All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must be paid for at the overtime rate, which shall be not less than double price based on the hourly wage paid.

Section 28. No employes covered by this agreement shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any employe is required to work on regular off day or off night, or the sixth or seventh shift in any financial week, he shall be paid overtime for such work.

Section 29. A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

Section 30. Holidays. All work performed by day shifts on Sundays or holidays or by night shifts prior to holidays shall be paid for at double price. The recognized holidays are: ..... or days celebrated as such. This section shall be construed as applying to only one regular night shift on daily newspapers beginning on or extending into the morning of a holiday. All situation holders and apprentices scheduled to work on above-named holidays shall receive straight-time pay when not required to report.

Section 31. In no case shall an employe receive pay for less than a full shift except when discharged for cause or is excused at his own request.

Section 32. Employes called back after having left the office shall be paid $..... for such callback and overtime rates for all time worked.

Section 33. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type or matrices, between newspapers, between job offices, or between newspaper and job offices, or vice versa, not owned by the same individual, firm or corporation, and published in the same establishment, shall not be allowed unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Provided, That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit within which borrowed or purchased matter, or matrices, are to be reset shall be ..... days from date of use. If matter is not reproduced within time limit specified, it shall be reproduced as soon as help is available.

This section shall not apply to original commercial composition purchased from commercial trade composition plants or other composing rooms when such composition

is an integral part of production of a particular commercial job.

Matrices, plates, cuts, or type of local advertisements, or other local matter, furnished to newspaper offices, may be used by such offices, provided such matter shall be reproduced as nearly like the original as possible within the time limit specified herein. It is understood this rule does not apply to national advertising, printed supplements, magazines, syndicate or other feature matter in matrices, cuts or plates, in page size or smaller.

A local advertisement is: Any advertisement originally set within the jurisdiction of party of the second part, any advertisement, wherever set, advertising the business of any concern that is in the local field. The addition of names and addresses of local selling agents to national advertisements does not make them local advertisements.

Section 34. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employes. A discharged member shall have the right to challenge the fairness of any reason given for his discharge.

Section 35. When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the person or persons last employed either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

Section 36. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Either party may appeal from the decision of the chapel to the local union.

(a) From the decision of the local union appeal may be made by either party to the Executive Council of the In-

ternational Union and a convention as provided by I. T. U. law.

(b) From the decision of the local union appeal may be made by either party to the local joint standing committee, the decision of which shall be final and binding.

Note—Eliminate either subsection (a) or (b) as may be agreed upon in negotiation.

Section 37. A superannuated member may be permitted to work at a rate of not less than ..... of the regular scale of wages provided for journeymen; provided, that not more than one superannuated member shall be employed in any office at any one time, and no superannuated member will be allowed to work in any office where there are no other journeymen employed.

Section 38. Sanitary Regulations. The party of the first part agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room, and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of employes.

Section 39. Employes who have held situations during the twelve months ending ..... shall be entitled to two weeks' vacation with pay. Substitutes who have worked as extras for the office shall be entitled to one day's vacation for each ..... days worked. Anyone leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit pay on a pro rata basis.

Section 40. Employes may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

Section 41. Employes who have held situations during the twelve months ending ....., shall be entitled to ..... week's sick leave with pay at established rates. Those who have held situations during the past ..... years shall be entitled to ..... weeks' sick leave with pay at established rates. Substitutes who have worked as extras for the office shall be entitled to one day's sick benefits for each ..... days worked.

Section 42. In event of consolidation or suspension all employes affected shall receive severance pay of not less than two weeks' pay at the regular rate for each year's priority up to ..... weeks.

Section 43. Employes discharged to reduce the force shall receive two weeks pay for each year of continuous priority up to ..... weeks.

Section 44. The party of the first part agrees to provide hospitalization for all employes covered by this contract through a reputable hospitalization plan.

In Witness Whereof, We have hereunto set our hands and seals this ..... day of .....

.....

.....

GENERAL COUNSEL'S EXHIBIT 7-R

CONDITIONS OF EMPLOYMENT

This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

.....Union No....., hereby, and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which members of.....Union No.....shall work, as stated in the schedules and provisions herein, on and after.....19...., and until satisfactory contract relationship shall have been established but subject to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

No local union officer, chapel chairman, or other member of the union shall be authorized to act as an "agent" of the union for any purpose or act prohibited by state or federal laws. The union in promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout.

SCHEDULES AND PROVISIONS

Section 1. .....hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. .....hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa said shift shall consist of.....hours and .....minutes and shall be paid for at.....dollars per week above the regular night rate.

Section 5. All shifts starting after.....P. M. shall consist of.....hours. Journeymen working such shifts shall receive the night rate plus $.....per shift.

Section 6. Journeymen shall receive not less than $.....per week for day work and not less than $.....per week for night work.

Section 7. Machinist-operators shall receive not less than $.....per week for day work and not less than $.....per week for night work based on operating and caring for one machine.

Section 8. A machinist shall be employed where..... or more machines are in operation. Machinist shall receive not less than $.....per week for day work and not less than $.....per week for night work.

Section 9. Apprentices may work in the ratio of one to every.....journeymen situations until.....apprentices are working, then the ratio shall be one to every .....journeymen, but not more than.....apprentices in any one office.

Section 10. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%

Third year ....% .....%
Fourth year ....% .....%
Fifth year ....% .....%
Sixth year ....% .....%

Section 11. Members working before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must receive the overtime rate, which shall be not less than price and one-half based on the hourly wage paid.

Section 12. Holidays.

Section 13. Vacations.

Section 14. Sick Benefits.

Section 15. Severance Pay.

Section 16. The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

Section 17. All differences which may arise regarding rights or obligations of members as to their employment or any matter in relation thereto in any composing room will be settled and determined by the chapel, subject to appeal to.....Typographical Union No. .....

In Witness Whereof, We have hereunto set our hands and seals this.....day of.....19....

.....Union No.....

....

President Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 7-S

International Typographical Union
Woodruff Randolph, President

Post office Box 428
Indianapolis, Indiana
October 7, 1947

To the Officers and Members of All Subordinate Unions of the International Typographical Union:

Enclosed herewith are two new forms to be used in assisting local unions where agreements have expired. They are the short form of "Conditions of Employment" and Form P-6A which is a proposed contract form.

First, of course, the 60-day notice of termination must have been filed. The 30-day notice to the Federal and State Conciliation or Mediation Services must have been filed at least 30 days prior to the date of termination of the agreement. (See postcard bulletins 81 and 97.)

Second. The union will have selected a scale negotiating committee to meet and bargain with the employers.

Third. The union will have made some general expression for the guidance of the committee as to what the members ought to receive for their services to the employer.

As to "Conditions of Employment" Form

Fourth. The scale negotiating committee will bargain with the employer to determine if the employer will meet the requirements of the union as expressed by the membership in general terms. (See postcard bulletin No. 98.) No definite commitment on any single provision or section of any proposal of the employers or contained in any expired agreement should be made. The negotiating procedure will be for the scale negotiating committee to draw from the employer a figure and other conditions which will not be resisted to the extent of a lockout. If such estimate by the committee is agreeable to the union then the conditions and provisions in the "Conditions of Employment" shall be filled in or pasted onto the printed form.

Fifth. This filled in form shall FIRST be sent to the President of the ITU for review and approval. Give full description of all local efforts and attitudes. When it is returned to the officers of the local union it will be presented to the union for final adoption and if adopted with-

out change (if any change is made return it to the ITU President for approval) it will be ready for presentation to the employer as the conditions under which members of the union will accept employment.

Sixth, if the employer refuses to pay prescribed scales and/or refuses to allow members to work under the "Conditions of Employment" adopted by the union the local should notify the ITU President of such refusal. Refusal does *not* mean any letter or statement from the employer that he does not accept, or will not accept or abide by the "Conditions of Employment." It means refusal to actually pay the wages or allow members to comply with their adopted "Conditions of Employment." In other words, the employer must commit an overt act by failing to meet the conditions. It is expected that since he did not participate directly in their formation that he will deny any intention or commitment to comply. He may do so because he thinks it necessary for his own protection under the Taft-Hartley law.

Employer Demand for Contract

Seventh. Now if the employer and his "legal advisers" insist on a contract you are prepared for that by immediately agreeing to negotiate, bargain collectively, for a contract that both parties will sign if agreed upon. The Union, can in regular fashion, adopt proposals to be submitted to the employer on the enclosed form P-6A. When the employer displays a desire to run to the National Labor Relations Board make it plain you are negotiating for a contract and bargaining in good faith by offering to submit a formal contract which will be signed if agreed to in full by both parties. The form contract should take ample care of the wage question, sick leave, holidays, vacations, etc., to protect the union against inflation or other adverse legislation which might be adpoted, also to allow for possible bargaining concessions on wages, hours or working conditions. The right to terminate after 60-day notice is absolutely essential to the union when signed contracts are made.

Short Form "Conditions of Employment"

Eighth. Now, while trying to negotiate, through collective bargaining, a contract which both sides will sign if fully agreed to, it may be necessary to have some "stop-gap" rules to bring wages up and keep the office operating smoothly. The third form, or short form "Con-

ditions of Employment," will take care of this. Note the short form is reduced to a minimum and is subject to withdrawal at anytime and is to be used pending the conclusions of collective bargaining for a signed contract. No termination date can be used in either the long or short form of "Conditions of Employment."

Bear in mind that the short form "Conditions of Employment" must be referred to the President of the ITU in the same manner as the long form described above.

Ninth. In the event agreement is reached, and contract (P-6A) signed, and if later conditions are injected that are objectionable to the union, T-H-L requires 60-day written notice to terminate the contract (See post-card bulletins 81 and 97.)

Briefly Summarizing

(a) The long form of "Conditions of Employment" is still best for the union and for the employers.
(b) If a contract is demanded by the employer submit contract form P-6A.
(c) If too much delay is involved by bargaining in good faith fill in the short form of "Conditions of Employment" and send it to the President of the ITU with full explanation of local negotiations.
(d) No work stoppage may be called until all ITU laws governing strikes and lockouts have been followed.
(e) The reason the short form has been prepared for use is so that any strike or lockout will be a purely economic affair uncomplicated by "Denham stuff."

Fraternally,
Woodruff Randolph
President

GENERAL COUNSEL'S EXHIBIT 7-T

EXPLANATION OF CHANGE IN STRATEGY BECAUSE OF ATTACK BY NLRB COUNSEL AGAINST OUR COLLECTIVE BARGAINING POLICY

Our Collective Bargaining Policy provides in the seventh paragraph:

> "While there should not be, and will not be, any attempt on the part of the international or subordinate unions to violate any valid provisions of this law, or of any law, federal or state, yet there should be, and will be, earnest endeavors on the part of these unions to avoid any condition that will result in their being penalized by these laws and to avoid the sacrifice of rights and prerogatives which may be lost by the signing of contracts as heretofore."

The final paragraph provides:

> "The Executive Council is hereby authorized to interpret, construe and enforce the above policy from August 22, 1947."

The attack by the NLRB General Counsel immediately after our convention and the grouping around him of our employers was highly significant. We regard it as an obvious conspiracy against us.

Counsel Denham's only leg to stand on was his claim that we were not bargaining "in good faith" in spite of the new language in the T-H-L. A quick decision by the NLRB and perhaps a quick injunction to be in effect until reversed by a higher court would have been extensively used as anti-I.L.W.U. publicity and would have given Mr. Denham enough prestige to get his appointment confirmed when Congress meets in January.

We therefore can easily comply with even Denham's idea of "good faith" by presenting a form of contract we will offer to sign if the employer will sign it.

In the new form of contract (P-6A) we protect ourselves as well as we can by the paragraphs at the beginning, set in 10 pt. boldface type. The first paragraph, and the paragraphs that follow, lettered (a) to (i) both inclusive are the ONLY protection you can write into a contract on matters of utmost importance to us.

CONTRACT PROPOSAL ONLY FOR 60-DAY DURATION

The right to terminate on 60-day notice is absolutely essential because:

It puts the employer in position where he is likely not to have union employees working for him if he hires non-union men; if he brings in non-union matter for you to work on or if he tries to take away your jurisdiction.

The reason we adopted a "no contract" policy was to protect ourselves against the above acts which the employer could perform to our destruction.

NOW—with the 60-day notice requirement of theT-H-L, a local union can terminate form P-6A on 60 days' notice and begin "bargaining in good faith," again, even "Denham style," and be free at the end of the 60 days.

OUR UNION'S LIFE AT STAKE

Every member MUST keep in mind the basic reason for our course of action.

1. We want to preserve the right of our members individually or, as far as we can collectively, to refuse to work with competing non-union men; the right to refuse to work on a competing non-union product and the right to protect our jurisdiction over composing room work.
2. During the life of a contract you cannot successfully do so. The T-H-L will stop you in several ways.
3. The employer is in position during the life of a contract to act either way as to those important matters.
4. The 60-day termination of the form P-6A limits the time during which you are in danger on those three above stated points.
5. The other paragraphs in form P-6A are carefully drawn to take care of the other matters vital to us. You can "bargain in good faith" (even "Denham style") but are not required to agree to a proposal or grant a concession. We like our 60-day limitation. We like paragraphs (a) to (i) inclusive. We want them as part of any contract we sign and the Executive Council has approved them for offering to the employers. Do not change them simply because the employer screams about them. We have plenty to worry about ourselves.

It may be after the employer "bargains in good faith" with us he will take another look at our "Conditions of Employment" idea which was successful and acceptable enough until the T-H-L and Denham.

By Order of the Executive Council
International Typographical Union
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 8

By-Laws of CHICAGO NEWSPAPER PUBLISHERS' ASSOCIATION

(Adopted August, 1912)
As Amended

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1. Name and Object.

The name of this Association shall be Chicago Newspaper Publishers' Association.

The object of this Association shall be to maintain right relations between its members and the workmen in the printing trades employed by them in their respective newspaper offices; to promote uniformity in working conditions among the establishments of its members and to further the general business interests of its member in such departments of newspaper publication as come within the scope of the purposes and efforts of the American Newspaper Publishers' Association and as may from time to time be agreed upon by the unanimous vote of the members of this Association.

2. Membership.

Any member of the American Newspaper Publishers' Association located in Chicago shall be eligible to membership and may be elected to membership upon the unanimous vote of the members.

3. Officers.

The officers of this Association shall be a President, a Vice-President and a Secretary and Treasurer. The officers shall be elected by a majority vote at the annual meeting to be held on the second Monday in May of each year, and shall hold office for one year and thereafter until their successors are elected and qualified.

4. Meetings.

Meetings of the Association shall be held on the call of the President, the Vice-President or any two members.

5. Labor Unions.

All negotiations for agreements between members of this Association and Unions of labor employed in the printing trades shall be conducted by this Association.

6. Amendments.

These by-laws may be amended only by the unanimous vote of all the members.

7. Motions.

No member shall be bound by any action taken without his concurrence.

GENERAL COUNSEL'S EXHIBIT 9-F

NEWSPAPER CONTRACT
and
SCALE OF PRICES
Between
Chicago Typographical
Union No. 16
and
Chicago Newspaper Publishers'
Association
Effective
October 21, 1946, to October 21, 1947

If you would know what is going on in your union attend the monthly meetings.

OFFICERS

Thomas Canty ..... President
John J. Pilch ..... Vice-President
George Bante ..... Secretary-Treasurer
Peter Larkin ..... Rec. Sec'y. and Organizer
Walter I. Udén ..... Sergeant-at-Arms

EXECUTIVE COMMITTEE

Daniel G. Nack Arthur Guthneck
Ray H. Hartig
Tom P. Baker Stanley R. Roasch

You have no right to criticize any action of your union if you do not attend meetings.

NEWSPAPER CONTRACT
and
SCALE OF PRICES
Between
Chicago Typographical
Union No. 16
and
Chicago Newspaper Publishers'
Association
Effective
October 21, 1946, to October 21, 1947

NEWSPAPER CONTRACT AND SCALE OF PRICES

between

Chicago Newspaper Publishers' Association

and

Chicago Typographical Union No. 16

Effective

October 21, 1946, to October 21, 1947

This agreement, by and between the Chicago Newspaper Publishers' Association (composed of the following publishers, namely: The Chicago Times, Inc., The Chicago Daily News, Incorporated, The Tribune Company, The Illinois Publishing and Printing Company, The Journal of Commerce Publishing Company, and The Chicago Sun, and such other publishers of daily newspapers as may hereafter become members of Chicago Newspaper Publishers' Association, hereinafter referred to individually as "the office"), for and on behalf of any or all of these members (hereinafter referred to collectively as "the employer") by its committee, duly authorized to act for and on behalf of all the members of the Chicago Newspaper Publishers' Association, party of the first part; and Chicago Typographical Union No. 16, party of the second part (hereinafter referred to as "the Union"), by its committee, duly authorized to act on its behalf.

Witnesseth: That beginning with October 21, 1946, and continuing until October 21, 1947, parties hereto mutually agree as follows:

Section 1. The Employer shall employ members of the Union in good standing to do the work of its composing rooms. The Union shall furnish a sufficient number of journeymen printers to perform the work of the Employer required to be done under the terms of this Agreement.

Section 2. No individual agreement or contract of any character shall be made between Chicago Typographical Union No. 16 and any member of Chicago Newspaper Publishers' Association or such other publishers of daily newspapers as may hereafter become members of Chicago Newspaper Publishers' Association during the life of this Agreement, unless said newspaper shall have first with-

drawn from membership in said Chicago Newspaper Publishers' Association.

Section 3. If any terms affecting wages, hours or working conditions, better or different than those set forth in this Agreement, or any concessions whatever are allowed by the Union to any Chicago daily newspaper during the life of this Agreement, those said better or different terms or concessions shall, unless corrected by the Union after due notice of such conditions has been served on the Union by the publishers, or in accordance with the provisions of Section 21 to 27, be allowed to any employer, member of the Association.

Section 4. Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1947, not in conflict with this contract shall govern relations between the parties on conditions not specifically enumerated herein.

Section 5. This Agreement shall continue in full force and effect for a period of one (1) year from October 21, 1946. Three months in advance of the expiration of this Agreement, either party may give the other party notice in writing of its intention to open negotiations for a new contract. A conference between the two contracting parties shall be held within ten days from the date of such notice, and negotiations shall be of a continuous character (except through unavoidable delay) until finally concluded. Provided the party upon whom notice is served shall, within thirty (30) days after receipt thereof, present to the other party a counter-proposal setting forth in detail the changes which it desires to negotiate. Nothing herein shall be construed as obligating either party to arbitrate differences respecting an agreement to be effective after the expiration of this contract.

Section 6. The language and spirit of this Agreement guarantee the prompt and faithful performance by the Union of all service required, and with the complement of men determined by the foreman, and guarantee on the part of the employer prompt performance of all obliga-

tions imposed by the terms of this Agreement, all without waiting for the consideration or adjustment of any differences of opinion respecting the rights of either party. Both parties agree that whenever any difference of opinion as to the rights of either under the Agreement shall arise, or whenever any dispute as to the construction of the Agreement or any of its provisions takes place, such difference or dispute shall be promptly resolved in the manner provided in this Agreement without strike, lockout, diminution or interruption of any kind, to the end that fruitless controversies shall be avoided, good feeling and harmonious relations be maintained, and the prosecution of the business in which the parties have a community of interest shall be assured.

FOREMAN

Section 7. The foreman shall determine the number of men to be employed in any capacity in the work of the composing room. The foreman shall establish such minimum number of regular situations as necessary to meet office requirements, and shall not select such force from day to day. All work other than that performed by regular situation holders shall be classed as extra work. The foreman shall fix the starting time of each situation. Except by mutual agreement between the situation holder and the foreman, the starting time of each situation holder shall be the same at least four days during his work-week. Provided, the starting time of a situation holder may be changed after 48 hours' notice, except that by mutual consent the starting time and days off of assistant foremen may in emergency be changed upon shorter notice. The Chapel Chairman shall be notified of such change. All time covered by this Agreement belongs to the office and employes shall (temporarily or permanently) perform any duties pertaining to work in the composing room assigned to them by the foreman.

Section 8. The foreman shall be the judge of a man's competency as a workman and of his general fitness to work in the office. However, the fairness of his judgment shall be subject to review under the Code of Procedure.

Section 9. The foreman shall have the right to employ help, and may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall

be conspicuously posted, and which shall in no way abridge the civil rights of employes, or their rights under accepted International Typographical Union laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force competent employes displaced by prior reduction shall be reinstated in the reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. Substitutes shall be employed as extras upon the class of work which they are competent to perform in the order of priority standing. This section shall apply to incoming as well as outgoing foremen.

Section 10. No foreman shall be subject to fine, discipline or expulsion by the Union for any act in the performance of his duties as foreman, when such action is authorized by this Agreement and Scale; or when there is a difference of opinion as to the interpretation of this Agreement.

Section 11. The Union reserves to its members the right to refuse to execute all work received from or destined for struck offices or unfair employers or publications.

BOGUS

Section 12. National (general) advertisements, plates and plate supplement matter, printed supplements, type, plates and/or matrices other than local advertisements are exempt from reproduction. When type, plates or matrices of local advertisements are furnished in lieu of copy, such local advertisements must be reset as nearly like the original as the equipment of the office will permit, assembled, proof-read, corrected and copy submitted to the chapel chairman within one week. Resetting of type, plates or matrices transferred between newspapers owned by the same individual, firm or corporation when such newspapers are published in the same establishment is not required.

It is mutually understood and agreed that local advertising shall be extended to include the following specific general advertisers:

Boots and Shoes

A. S. Beck	French, Shriner & Urner
Berland's	Hanan
Burt's	Jarman
Douglas Shoes	Kinney's
Enna Jettick Boot Shops	Kitty Kelly
Father and Son	Nisley Shoes
Feltman and Curme	Regal Shoe Stores
Florsheim	Stetson Shops
Foot Saver Shoe Shops	Treadeasy Shoe Shop
Flagg	Walkover Shoe Company

Men's Clothing

Adam Hat Shops	Howard Clothes
Bond Clothes	Richman Brothers
Broadstreet's	Washington Shirt Company
Finchley Establishment	

Women's Clothing

Best & Company	Russeks
Neumode Hosiery Shops	Saks Fifth Avenue
Peck & Peck	

and any other clothing or shoe advertisements of a similar nature coming solely within these classifications when such advertiser is a local retail chain organization with headquarters either in Chicago or outside of Chicago that sells direct to the consumer through retail stores owned or controlled in the City of Chicago.

In no circumstance will such reproduction be required at other than straight time rates and such reproduction is not to be required when so doing would necessitate overtime rates on other advertising composition in the composing room.

The office reserves the right to pick-ups: both machine and hand set. Matter once paid for shall always remain the property of the office, either in type or other form to be used in any and all editions or as many times as desired with such changes as the office may wish to make. "kill" marks shall not deprive the office of "pick-ups."

Sanitation

Section 13. Composing rooms of the Employer shall be maintained in a sanitary condition in accordance with the requirements of the Illinois factory inspection laws.

Apprentices

Section 14. Foremen shall exercise due care in selecting apprentices and shall require that a candidate for apprenticeship must possess the following quafifications:

(a) For day work, not under sixteen years of age; for night work not under eighteen years of age;

(b) Graduate of the common schools of the United States or Canada, or of schools of equal merit, preference being given to graduates of high schools;

(c) Before entering the trade as an apprentice, applicant shall first be approved by the Union, shall pass a technical examination given by the Union's Apprentice Committee, and shall undergo a physical examination by a qualified medical examiner approved by the Union.

(d) Apprentices shall register with the Union.

Section 15. The proportion of apprentices to regular journeymen shall be as follows: For ten journeymen or less, one apprentice; for every additional ten or fractional part thereof, one apprentice—the average number of men employed to be the basis; but no office shall have more than eight apprentices at one time (not including machinist apprentices); provided that morning papers employing a day shift and afternoon papers employing a night shift shall be entitled to two extra apprentices. One machinist apprentice may be employed in each composing room who shall not be included in the allotment of apprentices above specified. Monotype apprentices shall be prohibited in composing rooms operating under this agreement.

Section 16. Term of apprenticeship shall be six (6) years. The first year shall be considered one of probation. During this probationary period, either the Union or the Employer may object to the further employment of the probationary apprentice. If at any time thereafter during the term of apprenticeship any apprentice shall not have shown suitable proficiency, in the judgment of the foreman, he may be discharged; provided, however, that

such discharge may be contested by the same method as that provided herein for contesting the discharge of journeymen.

Section 17. It is the intention of the parties that all apprentices shall be given an opportunity to work in every department of the composing room. In the first year, the apprentice may be assigned by the foreman to general work in the composing room. In the second and third years, the apprentice shall be employed at least 50% of his time at hand composition and distribution. In the fourth year, the apprentice shall be employed 75% of his time at hand composition, distribution and make-up. In the fifth year, the apprentice shall be employed full time at hand composition, distribution and make-up. In the sixth year, the apprentice shall be employed full time at floor work, provided that apprentices who have completed the course of lessons in printing herein referred to by the end of the fifth year shall be given the option of being employed exclusively at work on typesetting machines in use in the office. The machinist apprentice shall be allowed to do any machinist's work assigned to him by the machinist in charge, which work shall finally embrace everything a machinist may be called upon to do.

Section 18. Apprentices shall be required to complete the I. T. U. Course of Lessons in Printing.

Beginning with the second year, machinist apprentices shall attend the school for machinist apprentices. Each machinist apprentice working on the day or night he attends school shall be allowed time by the office for such attendance not to exceed three hours weekly.

Section 19. The scale of wages for apprentices shall be as follows:

1st six months—Thirty per cent of the scale for journeymen.

2nd six months—Thirty-five per cent of the scale for journeymen.

3rd six months—Forty per cent of the scale for journeymen.

4th six months—Forty-five per cent of the scale for journeymen.

5th six months—Fifty per cent of the scale for journeymen.

6th six months—Fifty-five per cent of the scale for journeymen.

7th six months—Sixty per cent of the scale for journeymen.

8th six months—Sixty-five per cent of the scale for journeymen.

9th six months—Seventy per cent of the scale for journeymen.

10th six months—Seventy-five per cent of the scale for journeymen.

11th six months—Eighty per cent of the scale for journeymen.

12th six months—Eighty-five per cent of the scale for journeymen.

Section 20. No apprentice shall be employed overtime unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section 15.

Office boys shall be prohibited from working on proof presses. Provided; any such returning from the armed forces may be so employed.

Code of Procedure

Section 21. This Agreement being between Chicago Newspaper Publishers' Association and Chicago Typographical Union Number 16, it is understood that all questions in controversy primarily concern the two contracting parties alone and are not to be taken up for or against any individual member of either one of them.

Section 22. If any controversy arises as to interpretation or enforcement of this Agreement or the Scale of Prices attached hereto, the conditions prevailing prior to the dispute shall be maintained until the controversy has been disposed of as provided herein; provided, that in discharge cases the employe discharged shall not be reinstated until and unless his reinstatement is ordered by the decision herein provided for. In cases where the discharged employe is reinstated the decision shall determine if the employe is entitled to compensation for time lost and the amount thereof and the compensation when so fixed shall be paid to him upon reinstatement.

Section 23. When it becomes evident there is disagreement as to interpretation or enforcement of the terms of this Agreement, the President of the aggrieved party shall address the President of the other party in writing, clearly setting forth the matters in question. An issue is then raised.

Section 24. The two Presidents or their authorized representatives shall meet within two days from the receipt of the letter in Section 23 referred to and shall reach an agreement within five (5) days thereafter. If they shall agree, their decision shall be final and binding. If they shall fail to agree within five (5) days the dispute shall be immediately referred to the Joint Standing Committee as herein provided.

Section 25. Immediately after the execution of this contract, a Joint Standing Committee of six members shall be appointed, three members of said committee to be named by the Union and three members by the Publishers. In case of a vacancy on the said Joint Standing Committee from any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation on the Joint Standing Committee the vacancy occurs.

The Joint Standing Committee shall meet within five (5) days after a dispute has been referred to it for decision. The decision of the Committee shall be by majority vote and shall be final and binding upon all parties to this Agreement.

If the Joint Standing Committee shall fail to agree within ten (10) days (This time may be extended by mutual agreement) after a dispute is first considered by it, at the request of either party hereto, they shall select a seventh disinterested party who shall act as Chairman. Said seventh member may be selected in any manner agreed upon by the six members. The Committee shall then proceed with all dispatch possible to settle the dispute. It shall require the affirmative vote of at least four of the seven members to decide the issue and the decision in all cases shall be final and binding on the parties hereto.

Section 26. Any claim of either party for money alleged due or payable by or to its members under the terms of this Agreement shall be allowed or disallowed only as of the date of the raising of the issue.

Section 27. The controversies or disagreements which may be referred to the Presidents or their representatives, or to the Joint Standing Committee, and decided in accordance with the provisions of Sections 22 to 27, shall be limited specifically to differences in the interpreta-

tion and enforcement of the terms of this Agreement and Scale of Prices. Provided, that local union laws not affecting wages, hours, or working conditions and the 1947 General Laws of the International Typographical Union, shall not be subject to arbitration. Neither the Presidents, their representatives, nor the Joint Standing Committee may be their decision, provide new or different provisions of the Agreement or Scale of Prices between the parties, and they shall not abridge, annul, or abrogate any of the provisions of this Agreement, including the Code of Procedure and Scale of Prices.

NEWSPAPER SCALE OF PRICES

Section 28. Five days of 7¼ hours each (exclusive of time for lunch) shall constitute a day situation; five nights of 7¼ hours each (exclusive of time for lunch) shall constitute a night situation; five shifts of 6 hours each (exclusive of 30 minutes for lunch) shall constitute a third (Lobster) shift situation. Each office shall be permitted to operate its composing room six or seven days or nights per week and as many shifts as may be desired to meet requirements under conditions as set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman and insofar as practicable the five shifts constituting a situation shall be consecutive. Such number of situations shall be created as are necessary to meet office requirements, thereby reducing to a minimum the employment of extras.

Section 29. When a vacant situation is to be filled, or where the starting time of a situation is changed two hours or more, or where there is a change in off days, any situation holder competent to perform the work in that Classification who has superior priority standing may claim the new situation or starting time or off days. Provided, that this shall not apply to supervisory positions or duties.

Section 30. Day work shall be between the hours of 7 a.m. and 6 p.m. Night work shall be between the hours of 6 p.m. and 7 a.m. All shifts starting after 9:00 p.m. and before 6:00 a.m. shall consist of 6½ hours including not less than thirty (30) minutes for lunch. Provided that any night shift starting at 9:00 p.m. or before and working later than 5:00 a.m. shall constitute a lobster shift.

Night rates shall be paid to men employed on this shift, and overtime rates shall be paid for all time in excess of 6½ hours.

Section 31. There shall be an intermission of at least eleven hours between shifts a member is called upon to work. If an emergency arises in which it is required that a man work without the eleven hours' intermission, then he shall be paid at the rate of overtime until the eleven hours' intermission shall have elapsed.

Section 32. All employes shall have at least 30 and not more than 45 minutes for lunch to be established by the office on each shift, except the lobster shift, and the lunch period shall be uniform in each office. Time for taking lunch to be at the discretion of the foreman and not to be included in time paid for by the office. Provided, that no employe shall be required to work more than five consecutive hours without a recess for lunch, nor shall any employe be required to take lunch period until after 3 hours have been worked.

Section 33. Work performed within the day hours shall be paid for at the day rate; work performed within the night hours shall be paid for at the night rate; third shift shall be paid for at the third shift rate; excepting that where a working shift falls partly in the night hours and partly in the day hours, more than two days in any one week, employes shall be paid the night rate for the work done in such week. Where a working shift falls partly in the night hours and partly in the day hours two days or less in any one week, employes shall be paid the overtime rate on the day scale for the work done in the night hours. Provided, that where employes work one full night in any one week, they shall be paid the night rate for the work done in such week. This rule shall apply to extras as well as to regular employes.

Section 34. Men not holding regular situations shall be classed as extras. Extras shall not have the right to refuse regular employment when tendered by the office. Extras working three days or less in any one week in any one office shall be compensated at the rate of $1.00 per day in addition to the regular scale for each day or shift. Four days or more employment as an extra in any one office in one week shall be at the regular scale. When the hours worked by extras, who work three days per

week, as above, fall partly in the day schedule and partly in the night schedule, the night scale shall apply, plus the extra $1.00 rate. Extras working four days or more in one week on split shifts as above shall receive the night scale only.

Section 35. Men holding regular situations on afternoon newspapers, and called to work on Sunday when regular editions are not published, shall be paid at the overtime rate, and shall receive not less than a full day's pay at the regular rate. Provided, this rule shall not apply to men regularly employed on regular shifts working on that day, nor to extra men. When extra men are required to work on Sundays in offices that do not publish regular Sunday editions or have no regular Sunday force on such shift, such men are entitled to pay at the overtime rate.

Section 36. All work performed in excess of the 7¼ hours herein stipulated as constituting a day's or night's work, exclusive of lunch time, shall be construed as overtime, and shall be paid for at the rate of price and one-half. Overtime shall be calculated only for actual time on duty in excess of the hours stipulated as constituting a day's or night's work. In cases where employes commence work before or after the regular starting time they shall not be entitled to overtime until after they have worked the hours herein specified as constituting a day's or night's work. This rule applies to journeymen and apprentices.

Section 37. No member shall be required to hold a situation of more than five days or five nights. When a member works on his regularly established off day or off night, or on a sixth or seventh shift, the overtime rate shall be paid for such work performed, provided that no member shall work on his off day or off night, or on a sixth or seventh shift without permission of the foreman.

Section 38. Employes shall not be held responsible for errors or pi-lines occurring in railroaded matter.

Section 39. The office shall keep an authentic style posted.

Section 40. When an employe is called back after having left the office at the completion of his regular work for a day or night, he shall receive a payment of $1.00 in addition to overtime rates for the time worked. In the event an extra shows up, is not hired, and then is called back

to work, he shall receive a callback fee of $1.00 in addition to any compensation he would have received had he been hired at the regular time.

HOLIDAYS

Section 41. There shall be six recognized holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, or days legally observed as such.

Regular situation holders or their substitutes who are scheduled to work on any of the aforementioned holidays and are notified by the office that they will not be required to work on the said holidays shall be paid the straight time rates for such regularly scheduled shift. When a holiday falls on a normal off day or during the vacation period of a regular situation holder or his substitute and he is not required to work he shall not be paid for the holiday.

Regular situation holders or their substitutes who are scheduled to work on any of the aforementioned holidays and are required to work on the said holidays shall be paid double the straight time rate for all work performed on the said holiday.

In determining the situation holders on each shift who are or are not required to work on the holiday, priority members in each classification on each shift will be given their choice of working or not working. Provided, this will not interfere with the right of the office to determine the number of men who are to work on each holiday shift.

For the purpose of these provisions, holiday periods, i.e., days legally observed as such (herein covered by the designation "holidays"), shall begin on the evening before or morning of the holiday as determined by each office and shall end 24 hours thereafter, and, provided further, that this provision shall apply only when majority of the hours of any particular shift falls within said holiday period. It is understood and agreed that there shall be no duplication of holiday payments under any circumstances. All work performed on shifts, including overtime and sixth or seventh shifts, which qualify as holiday shifts, shall be paid for at double the straight time rate.

Regular situation holders or their substitutes who are paid a regular shift's pay when no work is performed on a holiday as herein defined, by reason of a newspaper suspending publication on said holiday, shall not be entitled to double the straight time rate for work performed on the holiday.

WAGE SCALE AND HOURS

JOURNEYMEN

Section 42.

DAY WORK—$2.35862 per hour; $17.10 for a shift of 7¼ hours; $85.50 for a work-week of five shifts.

NIGHT WORK—$2.51034 per hour; $18.20 for a shift of 7¼ hours; $91.00 for a work-week of five shifts.

THIRD SHIFT—$3.03333 per hour; $18.20 for a shift of 6 hours; $91.00 for a work-week of five third shifts.

Copyholders

NIGHT WORK—$2.4551 per hour; $17.80 for a shift of 7¼ hours; $89.00 for a work-week of five shifts.

THIRD SHIFT—$2.9666 per hour; $17.80 per shift of six hours; $89.00 for a work-week of five shifts.

All work shall be time work. Bonuses based on agreed extra production are prohibited.

Vacations

Section 43. Each publisher shall grant to members of the Union who have worked in his Composing Room during the calendar year, vacation with pay during the following calendar year, during the life of this Agreement, on the following basis:

(a) Employes who have held positions during the entire previous calendar year shall be entitled to three weeks (15) days vacation with pay during the next calendar year, and each succeeding year during the life of this Agreement.

(b) All other employes engaged by the office shall be entitled to one day's vacation for each 17 days worked, or major fraction thereof, in the preceding calendar year. Such vacation credit shall be earned when an employe is working on a position, working as an extra, or when covering the vacation of another employe, but no credit shall be earned when such employe is engaged as a sub-

stitute by another member. It is agreed that the spirit and purpose of this provision is to disallow the duplication of vacation credits on the same position.

Vacation credits must be earned within the calendar year. Fractional credits will not be carried forward into the following calendar year.

It is agreed that the spirit and purpose of granting vacations is to limit them to members of the Union working at the trade as employes of the Composing Rooms of Publishers signatory to this Agreement.

Anyone leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit pay on a pro rata basis. Such credits shall be paid at the beginning of the next succeeding vacation period.

The vacation schedule shall be arranged by the office, between March 15 and November 15 or by mutual agreement.

Pay for vacation shall be at the rate which the member is receiving at the time he starts his vacation.

The days of the vacation shall be consecutive. Vacations shall be scheduled with due consideration to priority. By mutual agreement between the individual member and the foreman, vacations may be scheduled outside the above time period.

The vacation schedule shall be posted not later than March 1.

Chapel Meetings

Section 44. Regular monthly chapel meetings may be held during working hours at such time as not to interfere with, interrupt, or impede editions, but such regular monthly meeting shall not exceed thirty minutes except by permission of the foreman. Special chapel meetings may be held at such time as not to interfere with, interrupt or impede editions.

Standard Column Measure

Section 45. To be deemed competent, an operator must produce not less than 4500 ems solid minion type corrected matter per hour or its equivalent (except agate classified as agreed) from good copy free from short takes, counted lines, long waits or long walks. The generally accepted standards of type measurement shall be used, i.e., matter requiring two justifications shall be

measured as time and one-half matter; mixed matter, time and one-half; matter requiring more than two justifications, double time matter; counted lines, time and one-half; matter indented each end, time and one-half, etc. Provided type larger than 8 point shall not be subject to measurement. All type shall be measured on a 12½ ems pica basis.

5 Point	4500 ems	150 lines
Agate	4500 ems	165 lines
Agate classified where lines are not counted	4635 ems	170 lines
Minion	4500 ems	210 lines
7½ Point	4200 ems	210 lines
8 Point	3837 ems	210 lines

Specimens of Measurements

The following specimens of measurement shall govern under this Agreement:

Single Price

Half measure and third measure lines similar to the following specimens shall be measured single price:

Half Measure

1
John Smith $1,000
10 a.m. 70

2
Chicken ..... 26@26½c
Turkeys 27c
Springs ..... 28½@29½c

3
John Daly ..... Soc.
Abner Williams ..... D.

4
Schultz ..... F.
Oliphant ..... R.H.B.

5
Cooks $17-19
Bus Boys ..... $7-$9

6

Third Measure
ETAO .....New York
ETAO New York .....
ETAO Pete Maginnis
ETAO Clark Gable
ETAO 10 a. m. 70

Price and One-Half

Composition similiar to the specimens below, shall be measured price and one-half:

7

Real Estate Transfers—
N. Richmond st., 120 ft. s. of Sunnyside av., s. f., 30x125, Sept. 22, rev. stamp $6 [T. Smith to F. H. Jones] 10,000

8

Building Permits—
Wilson av., 5366, 1 story brick bungaolw; John Brown, care architect; A. Wheeler, arch.; J. Carlson, mason; T. O'Brien, carpenter $10,000
45 Carat Diamond, blue white, perfect, set in a yellow gold ring with two rubies and two small diamonds $890

9

John Smith, Alice Brady 28-23

10

Accountant, mfg. concern $1,000
Engineers, 2, concrete const. .....$1,200-$1,500

11

Onions, home grown, box .....$1.25@1.40
Eggs, cases returned .....46@47½c
Chickens, springs 22c

12

1. Allen Dickinson .....Pro.
10.—Arnold Daly .....Ind. R.
Oscar Lutz .....D.

13

For Governor .....FRANK O. LOWDEN

14

George Schmidt ..... 1327 N. Sawyer-av.

15

John Brown $20.00

16

Maine ..... Harrison

17

National City Bank $8,250,000
Heidelbach & Co. 5,000,000

18

Range ewes ..... $4.00@4.75
Feeding lambs ..... 5.25@6.50

19

4106 Prairie-av., 7 rooms $60.00
805 46th st., 7-8 rooms $52.50-65.00
807 46th-st., 7-8 rooms ..... 52.50 up
5216 Calumet av., 6 rooms, bath rear porch; steam heat $42.50

20

4106 Prairie av., 7 rooms $60.00
5216 Calumet av., 6 rooms, bath; rear porch; steam heat 52.50

21

1—1033 Broadway, fine location $30.00
3—944 Argyle st., sun parlor 40.00

22

118,000 Un. Pacific 4s ..... 95½@95⅜
10,000 Un. Pacific conv. 18½
32,000 U. S. Steel 4s ..... 85¼@85½

23

$4.85 Slip Seat din. chairs, leather $4.75
210.00 Solid mah. 4 piece bedroom set; one set only $127.50

24

1— 123 Fillmore st.
12—4879 Albany av.
9— 17 W. Eighteenth st.
10— 1 S. Desplaines st.

[The above specimen applies only to precinct and polling places where there is an alignment of addresses.]

Half Measure

25
Cooks .....$17-$19
Bus boys 7- 9

26
C. Evans 34 78

27
Names&des. Lt. bl. $ct.
John Jones 1 32 6.00
17 steers 1,236 2.50

28
Chickens .26 @26½c
Turkeys .. 27c
Springs ....28½@29c

29
John Daly .....Sbc.
Abner Williams .....D.

30
My Boy .....S.A. 7
Peter Pan .....Hia. 3
Master Brew .....A.D. 4

31
ETAOINSHR MINNEHAHA.....

32
ETAOINSHRDLU Carter L
F .....Oscar

33
ETAOINSHRDLU Bingen .....
2:04½ .....No Boy
Shasta Boy 11
111 C. Corbett 30-1

THIRD MEASURE

34

ETAO	Lt.	Blk.	$cts
ETAO	5	3	32
ETAOINHRDLUCMFWYP	5	3	56

Double Price

All tabular matter of three columns or more shall be measured double price, as per specimens below:

35

American Writing Paper 1 1¼
Do pfd. 13½ 15

36

September gross ..... $ 4,128,277 $ 371,146
Net 1,071,779 109,156

37

Lipmans ..... 14 7 .667 1,066 19,994 2-21
Centurys ..... 13 7 .619 1,052 19,938 15-21

38

St. Paul, O., K. C. ..... *8:15 am *10:00 pm
Byron Sycamore ..... *3:00 pm *10:40 am

39

May .59¼ .60¾ .59½ .59½ .59¼ .59½
July 1.08¼ 1.08¼ 1.09½ 1.10⅜ 1.09½ 1.07⅞

40

ETAOIN 10 D. & R. G. 78½ 12½ 78½

41

4106 Prairie av., 7 rooms $60.00
805 46th st., 7-8 rooms $52.50- 65.00
807 46th st., 7-8 rooms ..... $52.50 up
5216 Calumet, 6 rooms, bath:
rear porch; steam heat $52.40

42

Accountant, mfg. concern $1,000
Engineers, 2, concrete const. $1,200- 1,500
Correspondent, ins. 35- 40

43

Onions, home grown, box ..... $1.25 @1.40
Chickens, springs ..... .22
Eggs, cases returned ..... .46½@ .47½

44

$100,000 Un. Pac. 5s ..... 95½@ 95⅜
18,000 N. & W. 5s 88½
1,000 Burlington cons. ..... 100 @101

45

1—Allen Dickinson .....Pro.
Oscar Lutz .....D.
10—Arnold Daly .....Ind. R.

46

Gardner—3, 4, 5, 6, 12, 123, 178, 80, 0, 0, 4, 5, 12, 34, 45, 0, 3, 9, 3, 4, 7, 28, 50, 8, 45, 50, 23, 2, 4, 8, 3.
Solo—"McCarthy's Wake" .....O'Brien
"Hark, the Herald Angels Sing" .....Hayden
Mrs. Anna Cole
Solos—[a] "The Swallows" .....Verdi
[b] "O, Dry Those Tears" .....Bond

HALF MEASURE

48

	Ab	R	H	P	A
Wagner,ss	1	2	3	4	5
McW's,3b	5	4	3	2	1

49

M'phy.	103	219	193
Total 938	1239	928	

50

	B	F	P
Br'mholder,f	8	2	6
O'Callaghan,g	8	2	6

51

St Bk Chi.	125½	125½
Aff F Inc	11.73	11.72

52

10 BRT 5s. 97½@98
2 CRI&P 4s 101½

53

Indentations and "Rundowns"

Indentations and "rundowns" as per following specimens shall be measured price and one-half:

The committee which has under consideration the adjustment of the extra price matter in the

ETAOIN Chicago newspaper scale of prices is
ETAOIN of the opinion that specimens as here-
ETAOIN with submitted are of great value and
ETAOIN aid to both parties of this agreement
ETAOIN when called upon to determine the
ETAOIN price to be paid for intricate and tab-
ETAOIN ular matter. Therefore, these exam-
ples are attached as a guide to these whose duty it may be to interpret the price to be paid for different forms of composition.

Open house will be held tomorrow evening by the Germania Club at 108 West Germania place with Gene Morgan, member of a famous band, as the speaker.

Mr. Morgan will recount his experiences during the war and his newspaper tour of Europe.

Matter similar to the above but set one-third column wide shall be given out as time work.

54

Initial Letters

In the following, specimens of initial letters, where the exact indentation is furnished, no extra charge shall be made:

MPHASIS will be laid on the necessity of food conservation during the ensuing year. At the model cafeteria operated by the university as a conservation and

55

Two Type Faces in One Line

Where duplex matrices are in general use and two faces of type appear in the same line, fifty ems extra shall be charged for each line in which they appear. Specimens:

District No. 1—John Smith, Albany, N. Y. at the *Rose theater*, Madison street, near La Salle.

56

When lines containing more than one face of type, subheads, or lines indented for initial letters or broken measures are picked up by an operator no extra charge shall be made for same.

Boxes with borders, composed of letters, figures, dollar marks, leaders, or dashes, shall be measured double price.

Section 46. Each operator shall be supplied, where the character of the work requires, with 21 matrices of the essential letters of the alphabet, comma, period, em and en quads, em and en leaders, figures, 25 spacebands, and an adequate supply of side sorts.

Section 47. An alteration from copy not provided for by any style of the paper kept publicly posted in the office, nor by instructions given to the compositor by the copy-cutter when the copy is given out, or marked on the copy; alterations in the spelling of proper names; proper names not legible; names of corporations where initials are given and required to be spelled in full; words from foreign languages, etc., not provided for as above; alterations in the spelling or division of words not in accordance with the dictionary given as a guide and not provided for as above; alterations in punctuation or capitalization, where a take commences or ends even within two lines of commencement or end, unless it is evident from copy that it should be so punctuated or capitalized; long lines, short lines, wrong font, and imperfect slugs, when not the fault of the operator; also spaceband and matrix transpositions and non-dropping of matrices after the machinist has been notified—shall be ringed.

Section 48. Operators shall not be held responsible for time lost through breakage of machine, alterations of copy, non-supply of copy, matrices and spacebands, or any other cause not the fault of the operator.

Section 49. Where matrices are inserted by hand, an allowance of 50 ems each shall be made.

Merger or Suspension Pay

Section 50. In the event of merger, consolidation, or permanent suspension of publication by any newspaper covered by this Agreement, all regular situation holders who thereby are deprived of a regular situation, having one year or more service as such of regular employment, shall receive suspension or merger pay as follows:

Employment of 1 year	1 week
Employment of 2 years	2 weeks
Employment of 3 years	3 weeks
Employment of 4 years	4 weeks

Signed in triplicate at Chicago this 7th day of November, 1946.

C. E. WOODARD
H. F. GRUMHAUS
J. A. GRIFFIN, JR.
W. C. COUTNEY
J. F. O'KEEFE
Representing
Chicago Newspaper Publishers Association

THOMAS CANTY, *President*
PETER LARKIN, *Organizer*
GEORGE BROWN, *Chairman*
A. J. GIRARD
KENNETH T. PRINCE
Representing
Chicago Typographical Union No. 16

Approved as conforming to the laws of the International Typographical Union
WOODRUFF RANDOLPH
President
International Typographical Union

GENERAL COUNSEL'S EXHIBIT 10-A.

(Copy)

Chicago Typographical Union Number Sixteen
130 North Wells Street—Suite 1519—Tel: State 2482.

July 21, 1947.

Mr. John F. O'Keefe, Secretary
Chicago Newspaper Publishers' Ass'n.,
211 West Wacker Drive
Chicago, Illinois

Dear Mr. O'Keefe:

In accordance with the provision providing for three months notice contained in the present contract between Chicago Typographical Union No. 16 and Chicago Newspaper Publishers' Association, the undersigned, on behalf of the Union, is serving notice that we are ready to meet for the purpose of exploring the possibilities of the situation.

It is specifically called to your attention that it appears that collective bargaining may be so affected by the Taft-Hartley law as to destroy our historic contractual relations, and that after October 21, 1947, the union may not desire a contract.

Awaiting your reply, I am,

Sincerely,
(Signed) John J. Pilch,
President.

JJP/m

GENERAL COUNSEL'S EXHIBIT 10-B.

COPY

July 21, 1947

Mr. John J. Pilch, President
Chicago Typographical Union Number 16
130 North Wells Street
Chicago, Illinois

Dear Mr. Pilch:

We acknowledge receipt of your communication of July 21, 1947.

The Chicago Newspaper Publishers' Association will meet with representatives of your Union, in accordance with Section 5 of the present contract, on July 29th or 30th, as proposed by you, for the purpose of opening negotiations for a new contract.

Please let us know which of the two dates you prefer, and the time which would be convenient for a meeting.

Yours sincerely,

(Signed) John F. O'Keefe
Secretary.

J.F.O'Keefe
rem

GENERAL COUNSEL'S EXHIBIT 10-C.

COPY

August 13, 1947

Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago, Illinois

Dear Mr. Pilch:

The Chicago Newspaper Publishers' Association proposes that the existing contract between the Association and Chicago Typographical Union No. 16, executed November 7, 1946, be amended and extended, on or before August 21, 1947,

1—By adding thereto a new section reading as follows: "Section 51. It is understood and agreed that no terms or provisions of this contract shall be so interpreted or applied as to violate any local or Federal law";

2—By adjusting the wage rates, as stated in Section 42, in such manner and to such extent as may be agreed upon through negotiations prior to August 22, 1947; and

3—By extending the effective term of said contract as thus amended to August 22, 1948, and, in furtherance of such extension, substituting the date August 22, 1948 for the date October 21, 1947 wherever the latter date appears in said contract.

Your sincerely,

(Signed) John F. O'Keefe
Secretary.

J.F.O'Keefe
AL.

GENERAL COUNSEL'S EXHIBIT 10-D

CHICAGO TYPOGRAPHICAL UNION NUMBER SIXTEEN

130 North Wells Street -Suite 1519 - Telephone State 2482

August 21, 1947.

Mr. John F. O'Keefe, Secretary
Chicago Newspaper Publishers' Association,
211 West Wacker Drive,

Dear Mr. O'Keefe:

This is to serve you with a 60-day notice of termination of the contract heretofore in effect between Chicago Newspaper Publishers' Association and Chicago Typographical Union No. 16, a subordinate union of the International Typographical Union.

To the extent required by Section 8 (b) 3 of the LMRA this is to offer to meet and confer for the purpose of "negotiating" conditions of employment but reserving all rights provided by said LMRA, Section 8 (d), that such obligation does not compel this union to agree to a proposal or require the making of a concession.

Sincerely,

(Signed) John J. Pilch
President.

JJP/s

GENERAL COUNSEL'S EXHIBIT 10-E FOLLOWS AS PLANOGRAPHS IN REDUCED FORM:

This is for information only it is NOT to be considered as a proposal. 8/21

2109

General Counsel's Exhibit 10E

B X 10-E

Proposed Contract Appears at Left, Changes in Bold Face.

Deletions from Present Contract at Right, in Italics.

PROPOSED NEWSPAPER CONTRACT

Adopted by Chicago Typographical Union No. 16

At Regular Meeting held Sunday, June 29, 1947

Proposed Contract

THIS AGREEMENT, by and between the Chicago Newspaper Publishers' Association (composed of the following publishers, namely: The Chicago Times, Inc., The Chicago Daily News, Incorporated, The Tribune Company, The Illinois Publishing and Printing Company, The Journal of Commerce Publishing Company, and The Chicago Sun, and such other publishers of daily newspapers as may hereafter become members of Chicago Newspaper Publishers' Association, hereinafter referred to individually as "the office"), for and on behalf of any or all of these members (hereinafter referred to collectively as "the employer") by its committee, duly authorized to act for and on behalf of all the members of the Chicago Newspaper Publishers' Association, party of the first part, and Chicago Typographical Union No. 16, party of the second part (hereinafter referred to as "the Union"), by its committee, duly authorized to act on its behalf.

WITNESSETH: That beginning with October 21, 1947, and continuing to and including October 20, 1948, parties hereto mutually agree as follows:

SECTION 1. The Employer shall employ members of the Union in good standing to do the work of its composing rooms. The Union shall furnish a sufficient number of journeymen printers to perform the work of the Employer required to be done under the terms of this Agreement.

SECTION 2. No individual agreement or contract of any character shall be made between Chicago Typographical Union No. 16 and any member of Chicago Newspaper Publishers' Association or such other publishers of daily newspapers as may hereafter become members of Chicago Newspaper Publishers' Association during the life of this Agreement, unless said newspaper shall have first withdrawn from membership in said Chicago Newspaper Publishers' Association.

SECTION 3. If any terms affecting wages, hours or working conditions, better or different than those set forth in this Agreement, or any concessions whatever are allowed by the Union to any Chicago daily newspaper during the life of this Agreement, those said better or different terms or concessions shall, unless corrected by the Union after due notice of such conditions has been served on the Union by the publishers, or in accordance with the provisions of Section 21 to 27, be allowed to any employer, member of the Association.

SECTION 4. Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the By-Laws of Chicago Typographical Union No. 16 in effect on the date of signing this agreement and the General Laws of the International Typographical Union

Present Contract

WITNESSETH: That beginning with October 21, [*1946, and continuing until*] October [*21, 1947,*] parties hereto mutually agree as follows:

Docket No. 9065 OFFICIAL EXHIBIT No. B10E

Disposition { Identified / Received / Rejected

In the matter of: STU

Witness: O'Keefe Reporter: [illegible]

Date: 1/12/48

Pages: 16

SECTION 4. Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed [*that*] the General Laws of the International Typographical Union in effect January 1, [*1947,*] not in conflict with this contract shall govern relations between the parties on conditions

(5)

2110

in effect on January 1, 1948, not in conflict with this contract shall govern relations between the parties on conditions not specifically enumerated herein.

SECTION 5. This Agreement shall continue in full force and effect for a period of one (1) year from October 21, 1947. Three months in advance of the expiration of this Agreement, either party may give the other party notice in writing of its intention to open negotiations for a new contract. A conference between the two contracting parties shall be held within ten days from the date of such notice, and negotiations shall be of a continuous character (except through unavoidable delay) until finally concluded. Provided the party upon whom notice is served shall, within thirty (30) days after receipt thereof, present to the other party a counter-proposal setting forth in detail the changes which it desires to negotiate. Nothing herein shall be construed as obligating either party to arbitrate differences respecting an agreement to be effective after the expiration of this contract.

SECTION 6. The language and spirit of this Agreement guarantee the prompt and faithful performance by the Union of all service required, and with the complement of men determined by the foreman, and guarantee on the part of the employer prompt performance of all obligations imposed by the terms of this Agreement, all without waiting for the consideration or adjustment of any differences of opinion respecting the rights of either party. Both parties agree that whenever any difference of opinion as to the rights of either under the Agreement shall arise, or whenever any dispute as to the construction of the Agreement or any of its provisions takes place, such difference or dispute shall be promptly resolved in the manner provided in this Agreement without strike, lockout, diminution or interruption of any kind, to the end that fruitless controversies shall be avoided, good feeling and harmonious relations be maintained, and the prosecution of the business in which the parties have a community of interest shall be assured.

Foreman

SECTION 7. The foreman shall determine the number of men to be employed in any capacity in the work of the composing room. The foreman shall establish such minimum number of regular situations as necessary to meet office requirements, and shall not select such force from day to day. All work other than that performed by regular situation holders shall be classed as extra work. The foreman shall fix the starting time of each situation. Except by mutual agreement between the situation holder and the foreman, the starting time of each situation holder shall be the same each day during his work week. Provided, the starting time of a situation holder may be changed only by 48 hours notice in advance of the beginning of any financial week, except that by mutual consent the starting time and days off of assistant foremen may in emergency be changed upon shorter notice. The Chapel Chairman shall be notified of such change. All time covered by this Agreement belongs to the office and employes shall (temporarily or permanently) perform any duties pertaining to work in the composing room assigned to them by the foreman.

SECTION 8. The foreman shall be the judge of a man's competency as a workman and of his general fitness to work in the office. However, the fairness of his judgment shall be subject to review under the Code of Procedure.

SECTION 9. The foreman shall have the right to employ help, and may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be conspicuously posted, and which shall in no way abridge the civil rights of employes or their

II (6)

Foreman

SECTION 7. The foreman shall determine the number of men to be employed in any capacity in the work of the composing room. The foreman shall establish such minimum number of regular situations as necessary to meet office requirements, and shall not select such force from day to day. All work other than that performed by regular situation holders shall be classed as extra work. The foreman shall fix the starting time of each situation. Except by mutual agreement between the situation holder and the foreman, the starting time of each situation holder shall be the same [*at least four days during*] his work week. Provided, the starting time of a situation holder may be changed [*after*] 48 hours' notice, except that by mutual consent the starting time and days off of assistant foremen may in emergency be changed upon shorter notice. The Chapel Chairman shall be notified of such change. All time covered by this Agreement belongs to the office and employes shall (temporarily or permanently) perform any duties pertaining to work in the composing room assigned to them by the foreman.

2111

rights under accepted International Typographical Union laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force competent employes displaced by prior reduction shall be reinstated in the reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. Substitutes shall be employed as extras upon the class of work which they are competent to perform in the order of priority standing. This section shall apply to incoming as well as outgoing foremen.

SECTION 10. No foreman shall be subject to fine, discipline or expulsion by the Union for any act in the performance of his duties as foreman, when such action is authorized by this Agreement and Scale.

SECTION 11. The Union reserves to its members the right to refuse to execute all work received from or destined for struck offices or unfair employers or publications.

The Union reserves the right to its members to refuse to cross picket lines.

Bogus

SECTION 12. National (general) advertisements, plates and plate supplement matter, printed supplements, type, plates and/or matrices other than local advertisements are exempt from reproduction. When type, plates or matrices of local advertisements are furnished in lieu of copy, such local advertisements must be **marked up for** machine and reset as nearly like the original as the equipment of the office will permit, assembled, proof-read corrected and copy submitted to the chapel chairman within one week. Resetting of type, plates or matrices transferred between newspapers owned by the same individual, firm or corporation when such newspapers are published in the same establishment is not required.

It is mutually understood and agreed that local advertising shall be extended to include the following specific general advertisers:

BOOTS AND SHOES

A. S. Beck	Flagg
Berland's	French, Shriner & Urner
Burt's	Hanan
Douglas Shoes	Jaxman
Enna Jettick Boot Shops	Kinney's
	Kinney Kelly
Father and Son	Nisley Shoes
Feltman and Curme	Regal Shoe Stores
Florsheim	Stetson Shops
Foot Saver Shoe Shops	Treadeasy Shoe Shop
	Walkover Shoe Company

MEN'S CLOTHING

Adam Hat Shops	Howard Clothes
Bond Clothes	Richman Brothers
Broadstreet's	Washington Shirt Company
Finchley Establishment	

WOMEN'S CLOTHING

Best & Company	Peck & Peck
Neumode Hosiery Shops	Russeks
	Saks Fifth Avenue

and any other clothing or shoe advertisements of a similar nature coming solely within these classifications when such advertiser is a local retail chain organization with headquarters either in Chicago or outside of Chicago that sells direct

SECTION 10. No foreman shall be subject to fine, discipline or expulsion by the Union for any act in the performance of his duties as foreman, when such action is authorized by this Agreement and Scale. [*or when there is a difference of opinion as to the interpretation of this Agreement.*]

SECTION 12. National (general) advertisements, plates and plate supplement matter, printed supplements, type, plates and/or matrices other than local advertisements are exempt from reproduction. When type, plates or matrices of local advertisements are furnished in lieu of copy, such local advertisements must be reset as nearly like the original as the equipment of the office will permit, assembled, proof-read corrected and copy submitted to the chapel chairman within one week. Resetting of type, plates or matrices transferred between newspapers owned by the same individual, firm or corporation when such newspapers are published in the same establishment is not required.

to the consumer through retail stores owned or controlled in the City of Chicago.

In no circumstance will such reproduction be required at other than straight time rates and such reproduction is not to be required when so doing would necessitate overtime rates on other advertising composition in the composing room.

The office reserves the right to pick-ups, both machine and hand set. Matter once paid for shall always remain the property of the office, either in type or other form to be used in any and all editions or as many times as desired with such changes as the office may wish to make. "kill" marks shall not deprive the office of "pick-ups."

Sanitation

SECTION 13. Composing rooms of the Employer shall be maintained in a sanitary condition in accordance with the requirements of the Illinois factory inspection laws.

Apprentices

SECTION 14. Foremen shall exercise due care in selecting apprentices and shall require that a candidate for apprenticeship must possess the following qualifications:

(a) For day work, not under sixteen years of age; for night work not under eighteen years of age;

(b) Graduate of the common schools of the United States or Canada, or of schools of equal merit, preference being given to graduates of high schools;

(c) Before entering the trade as an apprentice, applicant shall first be approved by the Union, shall pass a technical examination given by the Union's Apprentice Committee, and shall undergo a physical examination by a qualified medical examiner approved by the Union.

(d) Apprentices shall register with the Union.

SECTION 15. The proportion of apprentices to regular journeymen shall be as follows: For ten journeymen or less, one apprentice; for every additional ten or fractional part thereof, one apprentice—the average number of men employed to be the basis; but no office shall have more than eight apprentices at one time (not including machinist apprentices); provided that morning papers employing a day shift and afternoon papers employing a night shift shall be entitled to two extra apprentices. One machinist apprentice may be employed in each composing room who shall not be included in the allotment of apprentices above specified. Monotype apprentices shall be prohibited in composing rooms operating under this agreement.

SECTION 16. Term of apprenticeship shall be six (6) years. The first year shall be considered one of probation. During this probationary period, either the Union or the Employer may object to the further employment of the probationary apprentice. If at any time thereafter during the term of apprenticeship any apprentice shall not have shown suitable proficiency, in the judgment of the foreman, he may be discharged; provided, however, that such discharge may be contested by the same method as that provided herein for contesting the discharge of journeymen.

SECTION 17. It is the intention of the parties that all apprentices shall be given an opportunity to work in every department of the composing room. In the first year, the apprentice may be assigned by the foreman to general work in the

composing room. In the second and third years, the apprentice shall be employed at least 50% of his time at hand composition and distribution. In the fourth year, the apprentice shall be employed 75% of his time at hand composition, distribution and make-up. In the fifth year, the apprentice shall be employed full time at hand composition, distribution and make-up. In the sixth year, the apprentice shall be employed full time at floor work, provided that apprentices who have completed the course of lessons in printing herein referred to by the end of the fifth year shall be given the option of being employed exclusively at work on typesetting machines in use in the office. The machinist apprentice shall be allowed to do any machinist's work assigned to him by the machinist in charge, which work shall finally embrace everything a machinist may be called upon to do.

SECTION 18. Apprentices shall be required to complete the I. T. U. Course of Lessons in Printing.

Beginning with the second year, machinist apprentices shall attend the school for machinist apprentices. Each machinist apprentice working on the day or night he attends school shall be allowed time by the office for such attendance not to exceed three hours weekly.

SECTION 19. The scale of wages for apprentices shall be as follows:

First year	**50% of the scale for journeymen**
Second year	**60% of the scale for journeymen**
Third year	**70% of the scale for journeymen**
Fourth year	**80% of the scale for journeymen**
Fifth year	**85% of the scale for journeymen**
Sixth year	**90% of the scale for journeymen**

[*1st six months—Thirty per cent*] of the scale for journeymen.

[*2nd six months—Thirty-five per cent*] of the scale for journeymen.

[*3rd six months—Forty per cent*] of the scale for journeymen.

[*4th six months—Forty-five per cent*] of the scale for journeymen.

[*5th six months—Fifty per cent*] of the scale for journeymen.

[*6th six months—Fifty-five per cent*] of the scale for journeymen.

[*7th six months—Sixty per cent*] of the scale for journeymen.

[*8th six months—Sixty-five per cent*] of the scale for journeymen.

[*9th six months—Seventy per cent*] of the scale for journeymen.

[*10th six months—Seventy-five per cent*] of the scale for journeymen.

[*11th six months—Eighty per cent*] of the scale for journeymen.

[*12th six months—Eighty-five per cent*] of the scale for journeymen.

SECTION 20. No apprentice shall be employed overtime unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section 15.

All composing room work appertaining to printing and the preparations thereof, shall be done by journeymen or apprentices. Provided, office boys shall be prohibited from working on proof presses. Provided, further, any such returning from the armed forces may be so employed.

Office boys shall be prohibited from working on proof presses. Provided, any such returning from the armed forces may be so employed.

Code of Procedure

SECTION 21. **This Agreement being between Chicago Newspaper Publishers' Association and Chicago Typographical Union Number 16, it is understood that all questions in controversy primarily concern the two contracting parties alone and are not to be taken up for or against any individual member of either one of them.**

SECTION 22. **If any controversy arises as to interpretation or enforcement of this Agreement or the Scale of Prices attached hereto, the conditions prevailing prior to the dispute shall be maintained until the controversy has been dis-**

posed of as provided herein; provided, that in discharge cases the employe discharged shall not be reinstated until and unless his reinstatement is ordered by the decision herein provided for. In cases where the discharged employe is reinstated the decision shall determine if the employe is entitled to compensation for time lost and the amount thereof and the compensation when so fixed shall be paid to him upon reinstatement.

SECTION 23. When it becomes evident there is disagreement as to interpretation or enforcement of the terms of this Agreement, the President of the aggrieved party shall address the President of the other party in writing, clearly setting forth the matters in question. An issue is then raised.

SECTION 24. The two Presidents or their authorized representatives shall meet within two days from the receipt of the letter in Section 23 referred to and shall reach an agreement within five (5) days thereafter. If they shall agree, their decision shall be final and binding. If they shall fail to agree within five (5) days the dispute shall be immediately referred to the Joint Standing Committee as herein provided.

SECTION 25. Immediately after the execution of this contract, a Joint Standing Committee of six members shall be appointed, three members of said committee to be named by the Union and three members by the Publishers. In case of a vacancy on the said Joint Standing Committee from any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation on the Joint Standing Committee the vacancy occurs.

The Joint Standing Committee shall meet within five (5) days after a dispute has been referred to it for decision. The decision of the Committee shall be by majority vote and shall be final and binding upon all parties to this Agreement.

If the Joint Standing Committee shall fail to agree within ten (10) days. (This time may be extended by mutual agreement) after a dispute is first considered by it, at the request of either party hereto, they shall select a seventh disinterested party who shall act as Chairman. Said seventh member may be selected in any manner agreed upon by the six members. The Committee shall then proceed with all dispatch possible to settle the dispute. It shall require the affirmative vote of at least four of the seven members to decide the issue and the decision in all cases shall be final and binding on the parties hereto.

SECTION 26. Any claim of either party for money alleged due or payable by or to its members under the terms of this Agreement shall be allowed or disallowed only as of the date of the raising of the issue.

SECTION 27. The controversies or disagreements which may be referred to the Presidents or their representatives, or to the Joint Standing Committee, and decided in accordance with the provisions of Sections 22 to 27, shall be limited specifically to differences in the interpretation and enforcement of the terms of this Agreement and Scale of Prices. Provided, that local union laws not affecting wages, hours, or working conditions and the 1948 General Laws of the International Typographical Union, shall not be subject to arbitration. Neither the Presidents, their representatives, nor the Joint Standing Committee may by their decision, provide new or different provisions of the Agreement or Scale of Prices between the parties, and they shall not abridge, annul, or abrogate any of the provisions of this Agreement, including the Code of Procedure and Scale of Prices.

Newspaper Scale of Prices

SECTION 28. Five days of 6⅓ hours each (exclusive of time for lunch) shall constitute a day situation; five nights of 6⅓ hours each (exclusive of time for lunch) shall constitute a night

Newspaper Scale of Prices

SECTION 28. Five days of [7¼] hours each (exclusive of time for lunch) shall constitute a day situation; five nights of [7¼] hours each (exclusive of time for lunch) shall constitute a night

2115

situation; five shifts of 6 hours each (exclusive of 30 minutes for lunch) shall constitute a third (Lobster) shift situation. Each office shall be permitted to operate its composing room six or seven days or nights per week and as many shifts as may be desired to meet requirements under conditions as set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman and the five shifts constituting a situation shall be consecutive. Such number of situations shall be created as are necessary to meet office requirements, thereby reducing to a minimum the employment of extras.

situation; five shifts of 6 hours each (exclusive of 30 minutes for lunch) shall constitute a third (Lobster) shift situation. Each office shall be permitted to operate its composing room six or seven days or nights per week and as many shifts as may be desired to meet requirements under conditions as set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman and [*insofar as practicable*] the five shifts constituting a situation shall be consecutive. Such number of situations shall be created as are necessary to meet office requirements, thereby reducing to a minimum the employment of extras.

SECTION 29. When a vacant situation is to be filled, or where the starting time of a situation is changed two hours or more, or where there is a change in off days, any situation holder competent to perform the work in that classification who has superior priority standing may claim the new situation or starting time or off days.

SECTION 29. When a vacant situation is to be filled, or where the starting time of a situation is changed two hours or more, or where there is a change in off days, any situation holder competent to perform the work in that classification who has superior priority standing may claim the new situation or starting time or off days. [*Provided, that this shall not apply to supervisory positions or duties.*]

SECTION 30. Day work shall be between the hours of 7 a.m. and 6 p.m. Night work shall be between the hours of 6 p.m. and 7 a.m. All shifts starting after 8 p.m. and before 7 a.m. shall consist of 6 hours exclusive of thirty (30) minutes for lunch. Provided that any night shift starting at 8 p.m. or before and working later than 4 a.m. shall constitute a lobster shift. Night rates shall be paid to men employed on this shift, and overtime rates shall be paid for all time in excess of 6 hours.

SECTION 30. Day work shall be between the hours of 7 a.m. and 6 p.m. Night work shall be between the hours of 6 p.m. and 7 a.m. All shifts starting after [*9:00*] p.m. and before [*6:00*] a.m. shall consist of [6½] hours [*including not less than*] thirty (30) minutes for lunch. Provided that any night shift starting at [*9:00*] p.m. or before and working later than [*5:00*] a.m. shall constitute a lobster shift. Night rates shall be paid to men employed on this shift, and overtime rates shall be paid for all time in excess of [6½] hours.

SECTION 31. There shall be an intermission of at least eleven hours between shifts a member is called upon to work. If an emergency arises in which it is required that a man work without the eleven hours' intermission, then he shall be paid at the rate of overtime until the eleven hours' intermission shall have elapsed.

SECTION 32. All employees shall have at least 30 and not more than 45 minutes for lunch to be established by the office on each shift, and the lunch period shall be uniform in each office. Time for taking lunch to be at the discretion of the foreman and not to be included in time paid for by the office. Provided, that no employe shall be required to work more than four consecutive hours without a recess for lunch, nor shall any employe be required to take lunch period until after 3 hours have been worked.

SECTION 32. All employes shall have at least 30 and not more than 45 minutes for lunch to be established by the office on each shift, [*except the lobster shift,*] and the lunch period shall be uniform in each office. Time for taking lunch to be at the discretion of the foreman and not to be included in time paid for by the office. Provided, that no employe shall be required to work more than [*five*] consecutive hours without a recess for lunch, nor shall any employe be required to take lunch period until after 3 hours have been worked.

SECTION 33. Work performed within the day hours shall be paid for at the day rate; work performed within the night hours shall be paid for at the night rate; third shift shall be paid for at the third shift rate; excepting that where a working shift falls partly in the night hours and partly in the day hours, more than two days in any one week, employes shall be paid the night rate for the work done in such week. Where a working shift falls partly in the night hours and partly in the day hours two days or less in any one week, employes shall be paid the overtime rate on the day scale for the work done in the night hours. **All day shifts starting between 7:00 a.m. and 10:15 a.m. and working later than 6:00 p.m. shall be paid at the night overtime rate for all work performed after 6:00 p.m.** Provided, that where employes work one full night in any one week, they shall be paid the night rate for the work done in such week. This rule shall apply to extras as well as to regular employes.

Members working 3 or more lobster shifts during any work week and brought in early on Saturday shall be paid $5.00 in addition to regular night rates.

SECTION 33. Work performed within the day hours shall be paid for at the day rate; work performed within the night hours shall be paid for at the night rate; third shift shall be paid for at the third shift rate; excepting that where a working shift falls partly in the night hours and partly in the day hours, more than two days in any one week, employes shall be paid the night rate for the work done in such week. Where a working shift falls partly in the night hours and partly in the day hours two days or less in any one week, employes shall be paid the overtime rate on the day scale for the work done in the night hours. Provided, that where employes work one full night in any one week, they shall be paid the night rate for the work done in such week. This rule shall apply to extras as well as to regular employes.

SECTION 34. Men not holding regular situations shall be classed as extras. Extras shall not have the right to refuse regular employment when

SECTION 34. Men not holding regular situations shall be classed as extras. Extras shall not have the right to refuse regular employment when

VI (11)

tendered by the office. Extras shall be compensated at the rate of $1.00 per day in addition to the regular scale for each day or shift worked. When the hours worked by extras, who work 2 days per week, fall partly in the day schedule, and partly in the night or lobster schedule, the night or lobster scale shall apply, plus the $1.00 rate.

SECTION 35. Men holding regular situations on afternoon newspapers, and called to work on Sunday when regular editions are not published, shall be paid at the overtime rate, and shall receive not less than a full day's pay plus the overtime rate. Provided, this rule shall not apply to men regularly employed on regular shifts working on that day, nor to extra men. When extra men are required to—work on Sundays in offices that do not publish regular Sunday editions or have no regular Sunday force on such shift, such men are entitled to pay at the overtime rate.

SECTION 36. All work performed in excess of the hours constituting a day, night or lobster shift, exclusive of lunch time shall be construed as overtime, and shall be paid for at double the regular rate. Overtime shall be calculated only for actual time worked in excess of the hours stipulated as constituting a day, night or lobster shift. In cases where employes are called (or required) to work before their regularly established starting time, such employes shall be paid $1.00 in addition to overtime for such time worked. This rule applies to journeymen and apprentices.

SECTION 37. No member shall be required to hold a situation of more than five days or five nights. When a member is required to work on his regularly established off day or off night, or on a sixth or seventh shift, the overtime rate shall be paid for said shift. All time worked on a sixth or seventh shift in excess of the hours constituting a day, night or lobster shift, shall be paid for at double the established rate for said shift. Provided, no member shall work on his off day or off night, or on a sixth or seventh shift without permission of the foreman.

SECTION 38. Employes shall not be held responsible for errors or pi-lines occurring in railroaded matter.

SECTION 39. The office shall keep an authentic style posted.

SECTION 40. When an employee is called back after having left the office at the completion of his regular work for a day or night, he shall receive a payment of $1.00 in addition to overtime rates for the time worked. In the event an extra shows up, is not hired, and then is called back to work, he shall receive a callback fee of $1.00 in addition to any compensation he would have received had he been hired at the regular time.

HOLIDAYS

SECTION 41. There shall be six recognized holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, or days legally observed as such.

Regular situation holders or their substitutes who are scheduled to work on any of the aforementioned holidays and are notified by the office that they will not be required to work on the said holidays shall be paid the straight time rates for such regularly scheduled shift.

When any of the above specified holidays fall on a member's off day or during his

tendered by the office. Extras [*working three days or less in any one week in any one office*] shall be compensated at the rate of $1.00 per day in addition to the regular scale for each day or shift. [*Four days or more employment as an extra in any one office in one week shall be at the regular scale.*] When the hours worked by extras, who work [*three*] days per week, [*as above,*] fall partly in the day schedule and partly in the night schedule, the night scale shall apply, plus the [*extra*] $1.00 rate. [*Extras working four days or more in one week on split shifts as above shall receive the night scale only.*]

SECTION 35. Men holding regular situations on afternoon newspapers, and called to work on Sunday when regular editions are not published, shall be paid at the overtime rate, and shall receive not less than a full day's pay [*at the regular rate.*] Provided, this rule shall not apply to men regularly employed on regular shifts working on that day, nor to extra men. When extra men are required to work on Sundays in offices that do not publish regular Sunday editions or have no regular Sunday force on such shift, such men are entitled to pay at the overtime rate.

SECTION 36. [*All work performed in excess of the 7¼ hours herein stipulated as constituting a day's or night's work, exclusive of lunch time, shall be construed as overtime, and shall be paid for at the rate of price and one-half.*] Overtime shall be calculated only for actual time [*on duty*] in excess of the hours stipulated as constituting a day's or night's [*work. In cases where employes commence work before or after the regular starting time they shall not be entitled to overtime until after they have worked the hours herein specified as constituting a day's or night's work.*] This rule applies to journeymen and apprentices.

SECTION 37. No members shall be required to hold a situation of more than five days or five nights. When a member works on his regularly established off day or off night, or on a sixth or seventh shift, the overtime rate shall be paid for such work performed, provided that no member shall work on his off day or off night, or on a sixth or seventh shift without permission of the foreman.

HOLIDAYS

SECTION 41. There shall be six recognized holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, or days legally observed as such.

Regular situation holders or their substitutes who are scheduled to work on any of the aforementioned holidays and are notified by the office that they will not be required to work on the said holidays shall be paid the straight time rates for such regularly scheduled shift. [*When a holiday falls on a normal off day or during the vacation period of a regular situation holder*

2117

scheduled vacation, he shall receive an extra day off with pay within the next calendar week.

Regular situation holders or their substitutes who are scheduled to work on any of the aforementioned holidays and are required to work on the said holidays shall be paid double the straight time rate for all work performed on the said holiday.

In determining the situation holders on each shift who are or are not required to work on the holiday, priority members in each classification on each shift will be given their choice of working or not working. Provided, this will not interfere with the right of the office to determine the number of men who are to work on each holiday shift.

For the purpose of these provisions, holiday periods, i.e., days legally observed as such (herein covered by the designation "holidays"), shall begin on the evening before or morning of the holiday as determined by each office and shall end 24 hours thereafter, and, provided further, that this provision shall apply only when majority of the hours of any particular shift falls within said holiday period. It is understood and agreed that there shall be no duplication of holiday payments under any circumstances. All work performed on shifts, including sixth or seventh shifts, which qualify as holiday shifts, shall be paid for at double the straight time rate.

All overtime worked on any of the above specified holidays shall be paid for at double the regular holiday rate.

Regular situation holders or their substitutes who are paid a regular shift's pay when no work is performed on a holiday as herein defined, by reason of a newspaper suspending publication on said holiday, shall not be entitled to double the straight time rate for work performed on the holiday.

WAGE SCALE AND HOURS
JOURNEYMEN

SECTION 42.

Day—$3.1569 per hour; $20.52 for a shift of 6½ hours; $102.60 for a work-week of five shifts.

Night—$3.472 per hour; $22.57 for a shift of 6½ hours; $112.86 for a work-week of five shifts.

Lobster—$3.928 per hour; $23.57 for a shift of 6 hours; $117.86 for a work-week of five lobster shifts.

It is agreed that the increase in wages shall be general and shall be paid to all members employed in composing rooms operating under the newspaper contract in addition to the weekly wage said members are receiving at time of signing this agreement.

All work shall be time work. Bonuses based on agreed extra production are prohibited.

Vacations

SECTION 43. Each publisher shall grant to members of the Union who have worked in his composing room during the calendar year vacation with pay during the following calendar year during the life of this Agreement on the following basis:

(a) Employes who have held positions during the entire previous calendar year shall be entitled to four weeks (20) days vacation with pay during the next calendar year, and each succeeding year during the life of this Agreement. Members shall receive vacation pay in advance.

(b) All other employes shall be entitled to one day's vacation for each 12 days worked, or major

VL (13)

or his substitute and he is not required to work he shall not be paid for the holiday.]

Regular situation holders or their substitutes who are scheduled to work on any of the aforementioned holidays and are required to work on the said holidays shall be paid double the straight time rate for all work performed on the said holiday.

In determining the situation holders on each shift who are or are not required to work on the holiday, priority members in each classification on each shift will be given their choice of working or not working. Provided, this will not interfere with the right of the office to determine the number of men who are to work on each holiday shift.

For the purpose of these provisions, holiday periods, i.e., days legally observed as such (herein covered by the designation "holidays"), shall begin on the evening before or morning of the holiday as determined by each office and shall end 24 hours thereafter, and, provided further, that this provision shall apply only when majority of the hours of any particular shift falls within said holiday period. It is understood and agreed that there shall be no duplication of holiday payments under any circumstances. All work performed on shifts, including [*overtime and*] sixth or seventh shifts, which qualify as holiday shifts, shall be paid for at double the straight time rate.

Regular situation holders or their substitutes who are paid a regular shift's pay when no work is performed on a holiday as herein defined, by reason of a newspaper suspending publication on said holiday, shall not be entitled to double the straight time rate for work performed on the holiday.

WAGE SCALE AND HOURS
JOURNEYMEN

SECTION 42.

DAY WORK— [$2.35362] per hour; [$17.10] for a shift of [7¼] hours; [$85.50] for a work-week of five shifts.

NIGHT WORK- [$2.51034] per hour; [$18.20] for a shift of [7¼] hours; [$91.00] for a work-week of five shifts.

THIRD SHIFT [$3.03333] per hour; [$18.20] for a shift of 6 hours; [$91.00] for a work-week of five third shifts.

Copyholders

[*NIGHT WORK—$2.4551 per hour; $17.80 for a shift of 7¼ hours; $89.00 for a work-week of five shifts.*

THIRD SHIFT—$2.9666 per hour; $17.80 per shift of six hours; $89.00 for a work-week of five shifts.]

All work shall be time work. Bonuses based on agreed extra production are prohibited.

Vacations

SECTION 43. Each publisher shall grant to members of the Union who have worked in his Composing Room during the calendar year, vacation with pay during the following calendar year, during the life of this Agreement, on the following basis:

(a) Employes who have held positions during the entire previous calendar year shall be entitled to [*three*] weeks [*(15)*] days vacation with pay during the next calendar year, and each succeeding year during the life of this Agreement.

(b) All other employes [*engaged by the office*] shall be entitled to one day's vacation for each [*17*] days worked, or major fraction thereof, in

fraction thereof, in the preceding calendar year. Such vacation credit shall be earned when an employe is working on a position, working as an extra, or when covering the situation or vacation of another employe.

Vacation credits must be earned within the calendar year. Fractional credits will not be carried forward into the following calendar year.

It is agreed that the spirit and purpose of granting vacations is to limit them to members of the Union working at the trade as employes of the Composing Rooms of Publishers signatory to this Agreement.

Anyone leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit pay on a pro rata basis. Such credits shall be paid at the beginning of the next succeeding vacation period.

The vacation schedule shall be arranged by the office, between March 15 and November 15 or by mutual agreement.

Pay for vacation shall be at the rate which the member is receiving at the time he starts his vacation.

The days of the vacation shall be consecutive. Vacations shall be scheduled with due consideration to priority. By mutual agreement between the individual member and the foreman, vacations may be scheduled outside the above time period.

The vacation schedule shall be posted not later than March 1.

Severance Pay

SECTION 44. **When an employe is discharged, for whatever cause, loses his or her employment due to suspension, consolidation, or sale of employers' business, retires, dies, or is totally and permanently incapacitated for work after six (6) months of continuous service in the composing room of the employer, such member shall receive cash severance payment as follows:**

(a) One week's pay for every six (6) months or major fraction thereof of continuous service up to a maximum of fifty weeks.

(b) Severance pay shall be computed at the highest weekly rate of pay, exclusive of overtime, received by the employe, during the year of employment immediately prior to discharge, retirement, death or total permanent disability.

(c) The years of service provided herein shall mean the total number of years of continuous employment in the composing room of the employer.

(d) Any employe who shall have completed twenty-five years of continuous service may retire voluntarily from the employ of the employer, providing such member gives the employer thirty days' written notice. In such event employe shall immediately be paid full severance pay as provided above.

Sick Leave Pay

SECTION 45. **Members employed for one year or more shall receive two weeks' pay each year in case of sickness. Unused sick leave pay shall be credited to the member and accumulate from year to year. The employer shall maintain these funds in a separate account which shall be available at all**

VI (14)

the preceding calendar year. Such vacation credit shall be earned when an employe is working on a position, working as an extra, or when covering the vacation of another employe, [*but no credit shall be earned when such employe is engaged as a substitute by another member. It is agreed that the spirit and purpose of this provision is to disallow the duplication of vacation credits on the same position.*]

Vacation credits must be earned within the calendar year. Fractional credits will not be carried forward into the following calendar year.

It is agreed that the spirit and purpose of granting vacations is to limit them to members of the Union working at the trade as employes of the Composing Rooms of Publishers signatory to this Agreement.

Anyone leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit pay on a pro rata basis. Such credits shall be paid at the beginning of the next succeeding vacation period.

The vacation schedule shall be arranged by the office, between March 15 and November 15 or by mutual agreement.

Pay for vacation shall be at the rate which the member is receiving at the time he starts his vacation.

The days of the vacation shall be consecutive. Vacations shall be scheduled with due consideration to priority. By mutual agreement between the individual member and the foreman, vacations may be scheduled outside the above time period.

The vacation schedule shall be posted not later than March 1.

Chapel Meetings

SECTION 44. [*Regular monthly chapel meetings may be held during working hours at such time as not to interfere with, interrupt, or impede editions, but such regular monthly meetings shall not exceed thirty minutes except by permission of the foreman. Special chapel meetings may be held at such time as not to interfere with, interrupt or impede editions.*]

2119

time to union inspection. Nothing in this section shall be interpreted to abridge or reduce any existing sick leave payments now in effect at the option of any employer.

(a) In the event of death, or permanent disability of the employe, the employer agrees to pay to the disabled employe (or to the beneficiary, if deceased, designated in advance) the amount due said employe under the provisions of this Section.

Machinists

SECTION 46. A machinist must be employed on each shift when one or more operators are operating typesetting machines. Machinists shall have charge of repairs, adjustments and all work connected with the maintenance and care of machines.

Office shall furnish all tools used by machinists.

Employes other than machinists or machinists' apprentices shall not perform any work connected with the maintenance and care of machines.

Monotype

SECTION 47. A Monotype Caster operator shall not be permitted to run more than two (2) type casting or material making machines.

Standard Column Measure

SECTION 48. To be deemed competent an operator must produce not less than 3,500 ems solid an hour on type larger than 7 point or 4,000 ems solid an hour on 7 point and smaller type. Where type is cast upon a larger body than the face (i.e., 6 point face upon a 7 point body) it shall be measured as the face (except agate classified as agreed) from good copy free from short takes, counted lines, long waits or long walks. The generally accepted standards of type measurement shall be used, *i.e.*, matter requiring two justifications shall be measured as time and one-half matter; mixed matter, time and one-half; matter requiring more than two justifications, double time matter; counted lines, time and one-half; matter indented each end, time and one-half, etc. Provided type larger than 8 point shall not be subject to measurement. All type shall be measured on a 12½ ems pica basis.

5 Point	4,000 ems—134 lines
5½ Point	4,000 ems—147 lines
6 Point	4,000 ems—160 lines
7 Point	4,000 ems—187 lines
7½ Point	3,500 ems—175 lines
8 Point	3,500 ems—187 lines
Agate classified when lines are not counted	4,118 ems—151 lines

Classified ads and death notices shall be measured price and one-half.

Standard Column Measure

SECTION 45. To be deemed competent an operator must produce not less than [*4500 ems solid minion type corrected matter per hour or its equivalent*] (except agate classified as agreed) from good copy free from short takes, counted lines, long waits or long walks. The generally accepted standards of type measurements shall be used, *i.e.*, matter requiring two justifications shall be measured as time and one-half matter; mixed matter, time and one-half; matter requiring more than two justifications, double time matter; counted lines, time and one-half; matter indented each end, time and one-half, etc. Provided type larger than 8 point shall not be subject to measurement. All type shall be measured on a 12½ ems pica basis.

[*5 Point*	*4500 ems—150 lines*
Agate	*4500 ems—165 lines*
Agate classified where lines are not counted	*4635 ems—170 lines*
Minion	*4500 ems—210 lines*
7½ Point	*4200 ems—210 lines*
8 Point	*3837 ems—210 lines*]

Specimens of Measurement

The following specimens of measurement shall govern under this Agreement:

VI (1.5)

Single Price

Half measure and third measure lines similar to the following specimens shall be measured single price:

HALF MEASURE

1

John Smith $1,000
10 a. m. 70

2

Chicken ..... 26@26½c
Turkeys 27c
Springs ..... 28½@29c

3

John Daly ..... Snr.
Abner Williams ..... D.

4

Schultz ..... F.
Oliphant ..... R H B.

5

Cooks $17.19
Bus Boys ..... $7.$9

THIRD MEASURE

6

ETAO ..... New York
ETAO New York
ETAO Pete Maginnis
ETAO Clark Gable
ETAO 10 a. m. 70

Price and One-Half

Composition similar to the specimens below, shall be measured price and one-half:

7

Real Estate Transfers
N. Richmond st., 120 ft. s. of Sunnyside av., e. f., 30x125, Sept. 22, rev. stamp $6 [T. Smith to F. H. Jones] 10,000

8

Building Permits
Wilson av., 5366, 1 story brick bungalow, John Brown, care architect; A. Wheeler, asstb.; J. Carlson, mason; T. O'Brien, carpenter $10,000
¾ Carat Diamond, blue white, perfect, set in a yellow gold ring with two rubies and two small diamonds $890

9

John Smith, Alice Brady 20-23

10

Accountant, mfg. concern $1,000
Engineers, 2, concrete const. ..... $1,200-$1,500

11

Onions, home grown, box ..... $1.25@1.40
Eggs, cases returned ..... 46@47½c
Chickens, springs 25c

12

L. Allen Dickinson ..... Pres.
10 Arnold Daly ..... Ind. R.
Oscar Lutz ..... D.

13

Lieut. Governor ..... FRANK O. LOWDEN

14

George Schmidt ..... 1327 N. Sawyer-av.

15

John Brown $50.00

16

Maine ..... Harrison

17

National City Bank $3,250,000
Heidelbach & Co. 5,000,000

VI (16)

18

Range ewes ..... $4.00@4.75
Feeding lambs ..... 5.25@6.50

19

4106 Prairie av., 7 rooms $60.00
805 46th st., 7-8 rooms $52.50-65.00
807 46th st., 7-8 rooms ..... 52.50 up
5216 Calumet av., 6 rooms, bath, rear porch; steam heat $42.50

20

4106 Prairie av., 7 rooms $60.00
5216 Calumet av., 6 rooms, bath; rear porch; steam heat 52.50

21

1 1033 Broadway, fine location $30.00
3 941 Argyle st., sun parlor 40.00

22

118,000 Un. Pacific 4s ..... 95⅛@95⅜
10,000 Un. Pacific conv. 18½
32,000 U. S. Steel 4s ..... 85⅛@85⅓

23

$4.85 Slip Seat din. chairs, leather $4.75
210.00 Solid mah. 4 piece bedroom set; one set only $127.50

24

1 123 Fillmore st.
12 4679 Albany av.
9 17 W. Eighteenth st.
10 1 S. Desplaines st.

[The above specimen applies only to precinct and polling places where there is an alignment of addresses.]

HALF MEASURE

25

Cooks ..... $17-$19
Bus Boys 7- 9

26

C. Evans 34 78

27

Names & des.	Lt.	bl.	Set.
John Jones	1	32	6.00
17 steers	...	1,236	2.50

28

Chickens 26 @26½c
Turkeys 27c
Springs 28½@29c

29

John Daly Sec.
Abner Williams D.

30

Mr. Boy S.A. 7
Peter Pan Mis. 3
Master Brow A.D. 4

31

ETAOINSHR MINNEHAHA

32

ETAOINSHRDLU Carter 1
F Owner

33

ETAOINSHRDLU Bingen
2:04½ ..... No Boy
Sheets Boy 11
111 C.Corbett 38-1

THIRD MEASURE

34

ETAO [illegible] Blk. Sets
ETAO [illegible] 1. 12
ETAOINSHRDLU CMFWYP [illegible] 3 [illegible]

VI (17)

Double Price

All tabular matter of three colums or more shall be measured double price, as per specimens below:

35

American Writing Paper	1	1½
Do pfd	13½	15

36

September gross	$ 4,128,277	$ 371,146
Net	1,071,779	109,156

37

Lipmans	14	7	.667	1,006	19,984	2-21
Centurys	13	7	.619	1,052	19,938	15-21

38

St. Paul, O. & K. C.	*8:45 am	*10:00 pm
Byron Sycamore	*3:00 pm	*10:45 am

39

May	59¼	60¾	59½	59½	59¼	59½
July	1.08¼	1.08¼	1.09½	1.10⅜	1.09½	1.07⅞

40

FLAGIN, 10 D. & R. G.	78½	12½	78½

41

4106 Prairie av., 7 rooms	$60.00
805 46th st., 7-8 rooms	$52.50- 65.00
807 46th st., 7-8 rooms	$52.50 up
5216 Calumet, 6 rooms, bath; rear porch; steam heat	$52.40

42

Accountant, mfg. concern		$1,000
Engineers, 2, concrete const.	$1,200-	1,500
Correspondent, ins.	35-	40

43

Onions, home grown, box	$1.25 @1.40
Chickens, springs	.22
Eggs, cases returned	.46½@ .47½

44

$100,000 Un. Pac. 5s	95½@ 95¾
18,000 N. W. & W. 5s	88½
1,000 Burlington cons.	100 @101

45

1 Allen Dickinson	Pro.
Oscar Lutz	D.
10 Arnold Daly	Ind. R.

46

Gardner 3; 4, 5, 6, 12, 123, 178, 80, 0, 0, 4, 5, 12, 34, 45, 0, 3, 9, 3, 4, 7, 28, 50, 8, 45, 50, 21, 2, 4, 8, 3.

47

Solo "McCarthy's Wake"	O'Brien
"Hark, the Herald Angels Sing"	Hayden
Mrs. Anne Cole	
Solos [a] "The Swallows"	Verdi
[b] "O, Dry Those Tears"	Bond

HALF MEASURE

48

	Ab	R	H	P	A
Wagner,ss	1	2	3	4	5
McW's,3b	5	4	3	2	1

49

M'phy.	103	219	193
Total	938	1239	928

50

	R	F	P
Br'mholder,f	8	2	6
O'Callaghan,g	8	2	6

51

St Bk Chs	125½	125½
Aff F Inc	11.73	11.72

52

10 BRI 5s	97½@9
2 CRI&P 4s	101½

VI (16)

53

Indentations and "Rundowns"

Indentations and "rundowns" as per following specimens shall be measured price and one-half:

The committee which has under consideration the adjustment of the extra price matter in the Chi-
ETAOIN cago newspaper scale of prices is of the
ETAOIN opinion that specimens as herewith sub-
ETAOIN mitted are of great value and aid to
ETAOIN both parties of this agreement when
ETAOIN called upon to determine the price to
ETAOIN be paid for intricate and tabular matter. Therefore, these examples are attached as a guide to those whose duty it may be to interpret the price to be paid for different forms of composition.

Open house will be held tomorrow evenings by the Germania Club at 108 West Germania place with Gene Morgan, member of a famous band, as the speaker.

Mr. Morgan will recount his experiences during the war and his newspaper tour of Europe.

54

Matter similar to the above but set one-third column wide shall be given out as time work.

Initial Letters

In the following specimens of initial letters, where the exact indentation is furnished, no extra charge shall be made:

EMPHASIS will be laid on the necessity of food conservation during the ensuing year. At the model cafeteria operated by the university as a conservation and

55

Two Type Faces in One Line

Where duplex matrices are in general use and two faces of type appear in the same line, 6fty cms extra shall be charged for each line in which they appear. Specimens:

District No. 1—John Smith, Albany, N. Y., at the Rose theater, Madison street, near La Salle.

56

When lines containing more than one face of type, subheads, or lines indented for initial letters or broken measures are picked up by an operator no extra charge shall be made for same.

57

Boxes with borders, composed of letters, figures, dollar marks, leaders, or dashes, shall be measured double price.

SECTION 49. Each operator shall be supplied where the character of the work requires, with 21 matrices of the essential letters of the alphabet, comma, period, em and en quads, em and en leaders, figures, 25 spacebands, and an adequate supply of side sorts.

SECTION 50. An alteration from copy not provided for by any style of the paper kept publicly posted in the office, nor by instructions given to the compositor by the copy-cutter when the copy is given out, or marked on the copy; alterations in the spelling of proper names; proper names not legible; names of corporations where initials are given and required to be spelled in full; words from foreign languages, etc., not provided for as above; alterations in the spelling or division of words not in accordance with the dictionary given as a guide and not provided for as above; alterations in punctuation or capitalization, where a take commences or ends even within two lines of commencement or end, unless it is evident from copy that it should be so punctuated or capitalized; long lines, short lines, wrong font, and imperfect slugs, when not the fault of the operator; also

VI (19)

2164.

spaceband and matrix transportations and non-dropping of matrics after the machinist has been notified—shall be ringed.

SECTION 51. Operators shall not be held responsible for time lost through breakage of machine, alterations of copy, non-supply of copy, matrics and spacebands, or any other cause not the fault of the operator.

SECTION 52. Where matrices are inserted by hand, an allowance of 50 ems each shall be made.

Merger or Suspension Pay

SECTION 50. *[In the event of merger, consolidations, or permanent suspension of publication by any newspaper covered by this Agreement, all regular situation holders who thereby are deprived of a regular situation, having one year or more service as such of regular employment, shall receive suspension or merger pay as follows:*

Employment of 1 year.....1 week
Employment of 2 years.....2 weeks
Employment of 3 years.....3 weeks
Employment of 4 years.....4 weeks]

GEORGE BROWN, *Chairman*

A. J. GIRARD

KENNETH PRINCE

Scale Committee

VI (20)

GENERAL COUNSEL'S EXHIBIT 10-F

August 22, 1947.

Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago, Illinois

Dear Mr. Pilch:

This will acknowledge receipt of your letter of August 21, 1947, serving the Chicago Newspaper Publishers' Association and your Union.

The position of the Publishers as expressed to your Scale Committee late in July is that they desire through the process of collective bargaining to negotiate a renewal of our present Agreement, either before August 22, 1947 or by October 21, 1947. The Publishers are still of the opinion that the best interests of the Union and themselves will be served by such a procedure, and they will be glad to meet with the Union Committee on a mutually agreeable date next week to discuss this matter further.

In the meantime, in order that there may be no question of our compliance with Section 8 (d) 1 and 2 of L.M.R.A., this letter will serve as a notice of our desire to meet for the purpose of negotiating modifications of the existing contract to take effect October 21, 1947.

Yours sincerely,

(Signed) John F. O'Keefe
Secretary.

J.F.O'Keefe
AL.

GENERAL COUNSEL'S EXHIBIT 10-H

(Copy)

September 12, 1947.

Mr. John J. Pilch, President,
Chicago Typographical Union No. 16,
130 North Wells Street.

My dear Mr. Pilch:

This is to place before you an outline setting forth the understanding of the Publishers as to the status which exists between the Publishers and the Scale Committee of the Union following our telephone conversation yesterday.

On August 13, the Publishers proposed a renewal of the present contract, including the closed shop, to be executed on or before August 22, 1947. They asked only for a clarification of certain clauses in order to comply with the Labor-Management Relations Act. At that time, the Publishers also indicated willingness to meet day and night, if necessary, to reach an agreement on a wage scale.

This proposal your committee promptly turned down, stating unequivocally that the Union intended to ignore the law and would not agree to a new contract unless the Publishers also indicated a willingness to ignore the law.

The Publishers then proposed that negotiations be entered into for a new contract to take effect October 21, 1947. This you have also refused to do.

It is our understanding that the position of the Union since August 22, 1947, has been that there will be no new contract signed or negotiated and that the Union will not negotiate for any type of agreement which will involve a meeting of minds.

It is our further understanding that the procedure which the Union intends to follow, effective October 21, 1947, is to post mandated "Conditions of Employment," the contents of which you have indicated would be determined solely by the Union, and that if the Publishers do not submit to this mandate, the members of the Union will refuse to work.

It is our understanding that the Union does not wish to follow the historic practice of submitting a proposal.

We conclude this as a result of your suggestion that the Publishers submit all proposals, with the definite understanding that there would be no negotiations, no meeting of the minds and no contract, written or oral.

You have made it very clear that in the final determination of any "Conditions of Employment" the decision of the Union, and only the Union, would prevail.

The Union procedure in this matter has not been in the spirit of collective bargaining.

For many, many years, the Chicago Publishers have enjoyed the friendliest relationship with the Chicago Typographical Union. By following the normal processes of collective bargaining the Publishers and the Union have achieved a record of continuous good-will and harmony in their relationship.

The Publishers are at complete loss as to why there is any need to jeopardize this satisfactory record of friendly contractual relationship by abandoning the orderly processes of collective bargaining which have so long proved mutually satisfactory.

The Publishers most sincerely desire a continuance of the friendly relations which have existed, both with the men and women who have helped provide this community with the service delivered by the newspapers, and with the Unions with which these men and women—many of them veterans of 40 and 50 years' employment, are associated.

The Publishers never have given the Union any cause to avail itself of the provisions of the Wagner Act nor have they any reason to believe that either party would have cause to proceed against the other party under the Labor-Management Relations Act.

Repeatedly during our recent conversations, the Publishers have reaffirmed that they had no intention to seek for opportunities to use the law to the disadvantage of the Union and its members and thereby endanger the good-will which has been built up through so many years.

The Publishers have made sincere and persistent efforts to find a solution to the impasse with which the Union's attitude confronts them.

They cannot, however, place themselves in a position where, under duress, they might be expected to violate the law themselves or to be a party, directly or indirectly, to any violation of the law by anyone else. For this rea-

son, the Publishers cannot submit to your mandated "Conditions of Employment".

In a further effort to preserve our historic and friendly relations, the Publishers are referring this matter to the Federal Mediation and Conciliation Service in the hope that by meeting under its auspices a solution may be found.

Yours very truly,
Chicago Newspaper Publishers' Association
By John F. O'Keefe
Secretary.

GENERAL COUNSEL'S EXHIBIT 10-I

Chicago Typographical Union Number Sixteen
130 North Wells Street—Suite 1519
Tel. State 2482

September 19, 1947

Mr. John F. O'Keefe, Secretary
Chicago Newspaper Publishers Assn.
211 W. Wacker Drive, Rm. 1100,
Chicago, Ill.

Dear Mr. O'Keefe:

This will acknowledge receipt of your letter of September 12, 1947, in which you attempt to set forth the Union's position. The publishers' position is also set forth.

Certain portions of your letter pointing out the Union's position are gross misinterpretations of actual facts. When and if it becomes necessary for Chicago Typographical Union No. 16 to make a record of its position, we will supply the record.

The expression of your desire for continuance of friendly relations is not borne out by the statement contained in the letter wherein you indicate the Union's procedure has not been in the spirit of collective bargaining. The letter in my personal opinion is frankly a futile attempt on your part to create an unfavorable record against the Union.

Sincerely,
(Signed) John J. Pilch
President

GENERAL COUNSEL'S EXHIBIT 10-J

September 22, 1947

Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago, Illinois

Dear Mr. Pilch:

I acknowledge your letter of September 19th.

I assure you that you have misinterpreted the purpose of my letter of September 12, 1947.

The Publishers recognize that they, and the Union, are faced with a situation different from anything that has previously occurred in the many years of negotiations between them and Chicago Typographical Union No. 16. The Publishers are most anxious that you and your associates fully, and completely understand the Publishers' position. They are equally anxious that there should be no question about their understanding of the Union's position.

My letter of September 12, 1947, was an earnest and sincere effort to state the position of the Publishers and their understanding of the Union's position, on the basis of the record.

We sincerely regret that your letter of September 19, 1947, did not point out the misinterpretations which you assert but do not define.

If the Publishers' interpretation of the factual record is not correct, we urgently request that you correct us wherever we are wrong. The whole situation will be helped immeasurably if you will let us know wherein we have misstated the Union's position.

I cannot reiterate too strongly the desire of the Publishers to continue the satisfactory relations they have had with Chicago Typographical Union No. 16, for so many years, and certainly, it would be tragic if either one of us allowed a misinterpretation of each other's position to stand in the way of this objective.

Yours sincerely,
(Signed) John F. O'Keefe
Secretary

J. F. O'Keefe
A.L.

GENERAL COUNSEL'S EXHIBIT 10-K

October 17, 1947

Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago 6, Illinois

Dear John:

I enclose, herewith, for your information a copy of a letter which was sent to the employees of the newspaper composing rooms today.

Yours sincerely,
(Signed) John F. O'Keefe

J. F. O'Keefe
A.L.

GENERAL COUNSEL'S EXHIBIT 10-L

Chicago Newspaper Publishers' Association
Room 1100, 211 West Wacker Drive
Chicago 6, Illinois

John F. O'Keefe, Secretary
Phone RANdolph 4900

October 17, 1947

To Our Composing Room Employees:

Dear Ladies and Gentlemen:

The undersigned Chicago newspapers regret that after several months of discussion with your scale committee there has been no agreement on a new contract covering wages, hours, and other working conditions.

The present contract provides for termination on October 21, which is next Tuesday.

We have been and still are anxious to bargain with your representatives collectively, in day and night sessions if necessary, in order that we may arrive at a new agreement and continue the relationship that we have had for more than 50 years.

For the first time in this half century of our dealings with your union, through these months of discussions and before the Federal Mediation and Conciliation Service, your representatives, pursuant to their instructions, have insisted that there can be no contract, written or unwritten, no agreement and no meeting of the minds on essential matters about which we should continue to maintain a definite understanding in order to avoid uncertain and unstablized conditions in the composing room.

The International Typographical Union public statements and your Committee's statements to us in our discussions, indicate that the ITU "No contract" policy grows out of the reaction of your Union to certain provisions of the Labor Management Relations Act, enacted by Congress. Your representatives have said with fairness that your Union has no quarrel with the newspapers, but that the quarrel is with the new law. But, notwithstanding what any of us may feel about the law, there is no reason why Chicago Typographical Union No. 16, and the Chicago Newspaper Publishers' Association cannot continue to work together in good faith as in the past, in full compliance with the law.

In the meetings between your representatives and ours, we have made it plain that we have no intention of using the new Labor Act to deprive you of benefits gained throughout the years, or to undermine your individual security, or the security of your Union. This law has imposed new restrictions and responsibilities upon both of us. One of these is, in substance, that where a collective bargaining agreement has been in existence, as in our case, the parties are obliged to meet for the purpose of negotiating a new contract.

We think you should agree with us that from your point of view and from ours, we should not discard at this time all of the security and stability in jobs, wages and other conditions of employment which written contracts have given to both of us in the past.

In that spirit we have proposed to your representatives that those provisions of our present agreement that are within the law shall be continued for a period of at least one year—from October 21, 1947 to October 21, 1948; that after such an agreement has been concluded in good faith between us, then your representatives and ours shall consult on the matter of wages with the stipulation that when a wage scale has been mutually agreed upon it shall be retroactive to October 21, 1947, but for not more than 60 days.

In previous years work has continued pending the conclusion of a new agreement.

We want to continue our relationship with you under the most amiable conditions through a trying period in which we feel that men and women of good will can resolve even the most perplexing difficulties without animosity or disquiet.

Sincerely yours,
Chicago Newspaper Publishers' Association.
Chicago Daily News
(illegible)
Chicago Herald-American
T. J. White
Chicago Journal of Commerce
John D. Ames
Chicago Sun
Marshall Field
Daily Times
Richard J. Finnegan
Chicago Tribune
Robert R. McCormick

GENERAL COUNSEL'S EXHIBIT 10-M

The following are "Conditions of Employment" submitted for approval of the membership; Sunday, October 19, 1947

CONDITIONS OF EMPLOYMENT

This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

Chicago Typographical Union No. 16, a subordinate union of the International Typographical Union and subject to all of its laws, regulations and decisions, hereby, and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which members of Chicago Typographical Union No. 16 shall work, as stated in the schedule and provisions herein, on and after October 22, 1947, subject only to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

No local union officer, chapel chairman, or other member of the union shall be authorized to act as an "agent" of the union for any purpose or act prohibited by state or federal laws. The union promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout.

Daily Newspaper Scale

Section 10. 6½ hours shall constitute a day's work; five days shall constitute a week's work.

Section 11. 6½ hours shall constitute a night's work; five nights shall constitute a week's work.

Section 12. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 13. Work performed within the day hours shall be paid for at the day rate; work performed within the night hours shall be paid for at the night rate; third shift shall be paid for at the third shift rate; excepting that where a working shift falls partly in the night hours and partly in the day hours, more than two days in any one week, members shall be paid the night rate for the work done in such week. Where a working shift falls partly in the night hours and partly in the day hours two days or less in any one week, members shall be paid the overtime rate on the day scale for the work done in the night hours. All day shifts starting between 7:00 a.m. and 10:15 a.m. and working later than 6:00 p.m. shall be paid at the night overtime rate for all work performed after 6:00 p.m. Provided, that where members work one full night in any one week, they shall be paid the night rate for the work done in such week. This rule shall apply to extras as well as to regulars.

Members working 3 or more lobster shifts during any work week and brought in early on Saturday shall be paid $5.00 in addition to regular lobster shift weekly rates.

(a) The particular days or nights constituting a situation shall be designated by the foreman and the five shifts constituting a situation shall be consecutive unless otherwise mutually agreed between the member and the foreman.

Except by his consent the starting time of each situation holder shall be the same each day during his work week. The starting time and off days of a situation holder may be changed only on 48 hours' notice in advance of the beginning of any financial week.

(b) Extras shall be compensated at the rate of $1.00 per day in addition to the regular scale for each day or shift worked. When the hours worked by extras, who work 2 days per week, fall partly in the day schedule, and

partly in the night or lobster schedule, the night or lobster scale shall apply, plus the $1.00 rate.

(c) Members called to work on Sunday when regular editions are not published, shall be paid at the overtime rate. Provided, this rule shall not apply where there are regularly established shifts on such day.

Section 14. All shifts starting after 8 p.m. and before 7 a.m. shall consist of 6 hours exclusive of thirty (30) minutes for lunch. Provided that any night shift starting at 8 p.m. or before and working later than 4 a.m. shall constitute a lobster shift. Lobster shift rates shall be paid to men employed on this shift, and overtimes rates shall be paid for all time in excess of 6 hours.

Section 15. Journeymen shall receive not less than $102.60 per week for day work and not less than $112.86 per week for night work, and not less than $117.86 per week for lobster shift work.

Section 16. (Deleted.)

Section 17. A machinist shall be employed where 1 or more machines are in operation. Machinist shall be compensated at the rate provided for in Sections 10-15 inclusive.

(a) Members other than machinists or machinists apprentices shall not perform any work connected with the maintenance and care of machines.

(b) Monotype castor operators shall not be permitted to run more than two (2) type casting or material making machines.

Section 18. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

> [The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

First year .....50% Third year ....70% Fifth year 85%
Second year ..60% Fourth year ..80% Sixth year ..90%

Apprentices

Section 19. Apprentices may work in a ratio of one to every ten (10) journeymen situations until eight apprentices are working, except that two additional apprentices may be permitted in offices having both day and night shifts, machinist apprentice not to be included in above ratio. Monotype apprentices are prohibited.

Section 20. Qualifications. To be eligible for apprenticeship applicants must not be less than 16 years of age for day work and not less than 18 years for night work; must pass the ITU technical examination; and must pass a physical examination made by qualified medical examiner, approved by the Union. The examination must show mental and physical fitness and adaptability to the trade.

Section 21. Term of Apprenticeship—The term of apprenticeship shall be six years. Provided, that upon request of the foreman and the union, and with the consent of the ITU Bureau of Education, the committee may upgrade an apprentice who has shown the ability to advance in excess of the time and work schedules prescribed herein.

Section 22. Probationary Period—The first year of apprenticeship shall be a probationary period. During the probationary period, an apprenticeship may be annulled by either the apprentice or the union notifying the other. After the probationary period, the union may cancel an apprenticeship for adequate cause.

Section 23. Beginning with the second year, apprentices shall be enrolled in and complete the ITU course of lessons in printing before being admitted as journeyman members of the union. Beginning with the first year, apprentices shall purchase and study the ITU Lessons in Unionism.

Section 24. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. In the first year, the apprentice may be assigned by the foreman to general work in the composing room. In the second and third years, the apprentice shall be employed at least 50% of his time at hand composition and distribution. In the fourth year, the apprentice shall be employed 75% of his time at hand

composition, distribution and make-up. In the fifth year, the apprentice shall be employed full time at hand composition, distribution and make-up. In the sixth year, the apprentice shall be employed full time at floor work, provided that apprentices who have completed the course of lessons in printing herein referred to by the end of the fifth year shall be given the option of being employed exclusively at work on typesetting machines in use in the office. The machinist apprentice shall be allowed to do any machinist's work assigned to him by the machinist in charge, which work shall finally embrace everything a machinist may be called upon to do.

Beginning with the second year, machinist apprentices shall attend the school for machinist apprentices. Each machinist apprentice working on the day or night he attends school shall be allowed time for such attendance not to exceed three hours weekly.

Section 25. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 26. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 27. No apprentice shall work overtime in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section 19. At no time shall any apprentice have charge of a department or class of work.

Section 28. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show that they are entitled to the increased wage scale provided herein.

Section 29. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the conditions pertaining to apprentices are being fulfilled; whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such facts must be set forth in the report.

Section 30. The local union has the right to refuse to register apprentices working in any office which does not have the necessary equipment to afford instruction being given in the different branches of work.

Section 31. No apprentice shall leave one office and enter the services of another office without the written consent of the president of the union.

Miscellaneous

Section 32. Members working before or in excess of the regular hours established for a day, night or lobster must receive the overtime rate, which shall be not less than double price based on the hourly wage paid. Overtime worked on a sixth or seventh shift shall be paid for at double the established rate for such shift.

Section 33. No member shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any member is required to work on a regular off day or off night, or a sixth or seventh shift in any financial week, he shall receive overtime for such work. There shall be an intermission of at least eleven hours between shifts a member is required to work.

Section 34. A lunch period of at least 30 minutes and not more than 45 minutes shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work. Provided that the lunch period, with the exception of the lobster shift, shall be uniform. No member shall be required to work more than four consecutive hours without a recess for lunch, nor to take a lunch period before working three hours.

Section 35. In no case shall a member receive pay for less than a full shift except when discharged for cause or excused at his own request.

Section 36. The union prescribes no obligation or duty for, or on behalf of, its members to work on any particular product not wholly produced in the shop in which they work. The union hereby reserves to each member the right to exercise any legal prerogative he may have to act individually in the quitting of his employment or to work only when he considers himself able to do so. The union accepts no obligation as regards the number of men needed to do the volume of work required by the office. It

shall be the duty of union members to produce as original matter, and to the same effect and standards, all matter inserted in the paper meeting the following description:

Any advertisement originally set within the jurisdiction of aforesaid union; any advertisement, wherever set, advertising the business of any concern that is in the local field.

The foreman of the composing room shall make such matter available to be produced within seven (7) days.

The union considers it an unfair labor practice for an office to deprive union members of work by requiring or permitting advertisers to supply mats or plates of local advertising. Union members are not required to be a party to such practices.

Section 37. The ofreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be conspicuously posted, and which shall in no way abridge the civil rights of members, or their rights under International Typographical Union laws. Members shall not be held responsible for errors or pi-lines in railroaded matter. No member shall be discharged for incompetency afeer he has been employed in an office for two weeks, or a total of ten days. A discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Section 38. When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the member or members last employed either as regular employes, or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force the members displaced through such cause shall be reinstated in reverse order in which they were discharged before others may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Members considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filing of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

Section 39. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. The discharged member or the foreman may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either to the Executive Council of the International Union and a convention as provided by I. T. U. laws.

Section 40. The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

Section 41. Sanitary Regulations. The office must be a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of members.

Section 42. (Deleted.)

Section 43. Learners on machines shall be journeymen, or apprentices in the final year of their apprenticeship.

Section 44. Members called back after having left the office shall receive $1.00 for such callback and overtime rates for all time worked. In the event an extra shows up, is not hired, and then is called back to work, he shall receive a callback fee of $1.00 in addition to any compensation he would have received had he been hired at the regular starting time.

Section 45. Members may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

Holidays

Section 46. There shall be six holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, or days legally observed as such.

Members scheduled to work on any of the aforementioned holidays and are notified by the office that they will not be required to work on said holidays shall be paid

the straight time rates for such regularly scheduled shift.

When any of the above holidays fall on a member's off day or during his scheduled vacation, he shall receive an extra day off with pay within the next calendar week.

Members scheduled to work on any of the aforementioned holidays and work on said holidays shall be paid double the straight time rate for work performed on said holiday.

Members in each classification on each shift shall be given their choice of working or not working on holidays in their priority order.

Holiday periods, i.e., days legally observed as such, shall begin on the evening before or morning of the holiday and shall end 24 hours thereafter. Work performed on holidays, including sixth or seventh shifts, shall be paid for at double the straight time rate.

Overtime worked on any of the above specified holidays shall be paid for at double the regular holiday rate.

Members paid a regular shift's pay when no work is performed on a holiday, by reason of a newspaper suspending publication on said holiday, shall not be entitled to double the straight time rate for work performed on the holiday..

Vacations

Section 47. Members who have held positions during the entire previous calendar year shall be entitled to four weeks (20) days vacation with pay during the next calendar year, and each succeeding year. Members shall receive vacation pay in advance.

(b) All other members shall be entitled to one day's vacation for each 12 days worked, or major fraction thereof, in the preceding calendar year. Such vacation credit shall be earned when a member is working on a position, working as an extra, or when covering the situation or vacation of another member.

Vacation credits must be earned within the calendar year. Fractional credits will not be carried forward into the following calendar year.

Anyone leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit pay on a pro rata basis immediately.

The vacation schedule shall be arranged between March 15 and November 15.

Pay for vacation shall be at the rate which the member is receiving at the time he starts his vacation.

The days of the vacation shall be consecutive. Vacations shall be scheduled with due consideration to priority. By mutual agreement between the individual member and the foreman, vacations may be scheduled outside the above time period.

The vacation schedule shall be posted not later than March 1.

Sick Leave Pay

Section 48. Members employed for one year or more shall receive two weeks' pay each year in case of sickness. Unused sick leave pay shall be credited to the member and accumulate from year to year. Nothing in this section shall be interpreted to abridge or reduce any existing sick leave payments now in effect at the option of any office.

(a) In the event of death, or permanent disability of the member, he shall be paid immediately (or to the designated beneficiary, if the member is deceased) the full amount of accumulated sick leave pay to his credit.

Severance Pay

Section 49. When a member is discharged, for whatever cause, loses his or her employment due to suspension, consolidation, or sale, retires, dies, or is totally and permanently incapacited for work after six (6) months of continuous service in the composing room of a particular office, he or she shall receive cash severance payment as follows:

(a) One week's pay for every six (6) months or major fraction thereof of continuous service up to a maximum of fifty weeks.

(b) Severance pay shall be computed at the highest weekly rate of pay, exclusive of overtime, received by the member during the year of employment immediately prior to discharge, retirement, death or total permanent disability.

(c) The years of service provided herein shall mean the total number of years of continuous employment in the composing room of a particular office.

(d) Any member who shall have completed twenty-five years of continuous service may retire voluntarily from the employ of the employer, providing he or she gives the employer thirty days' written notice. In such event the member shall immediately be paid full severance pay as provided above.

(e) In case of death, the severance pay of the member shall be paid immediately to his designated beneficiary.

STANDARD COLUMN MEASURE

Section 48. To be deemed competent an operator must produce not less than 3,500 ems solid an hour on type larger than 7 point or 4,000 ems solid an hour on 7 point and smaller type. Where type is cast upon a larger body than the face (i.e., 6 point face upon a 7 point body) it shall be measured as the face (except agate classified as agreed) from good copy free from short takes, counted lines, long waits or long walks. The generally accepted standards of type measurement shall be used, i.e., matter requiring two justifications shall be measured as time and one-half; matter requiring more than two justifications, double time matter; counted lines, time and one-half; matter indented each end, time and one-half, etc. Provided type larger than 8 point shall not be subject to measurement. All type shall be measured on a 12½ ems pica basis.

5 Point	4,000 ems—134 lines
5½ Point	4,000 ems—147 lines
6 Point	4,000 ems—160 lines
7 Point	4,000 ems—187 lines
7½ Point	3,500 ems—175 lines
8 Point	3,500 ems—187 lines
Agate classified when lines are not counted	4,118 ems—151 lines

Classified ads and death notices shall be measured price and one-half.

SINGLE PRICE

Half measure and third measure lines similar to the following specimens shall be measured single price:

Half Measure

1

John Smith $1,000
10 a. m. 70

2

Chicken .....26@26½c
Turkeys 27c
Springs .....28½@29c

3

John Daly .....Soc.
Abner Williams .....D.

4

Schultz .....F.
Oliphant .....R.H.B.

5

Cooks $17-19
Bus Boys .....$7-$9

6

THIRD MEASURE

ETAO ..... New York
ETAO New York .....
ETAO Pete Maxinnis
ETAO Clark Gable
ETAO 10 a. m. 70

PRICE AND ONE-HALF

Composition similar to the specimens below, shall be measured price and one-half:

7

Real Estate Transfers—

N. Richmond st., 120 ft. s. of Sunnyside av., s. f., 30x125, Sept. 22, rev. stamp $6 [T. Smith to F. H. Jones] 10,000

8

Building Permits—

Wilson av., 5366, 1 story brick bungalow; John Brown, care architect; A. Wheeler, arch.; J. Carlson, mason; T. O'Brien, carpenter $10,000

45 Carat Diamond, blue white, perfect, set in a yellow-gold ring with two rubies and two small diamonds $890

9

John Smith, Alice Brady 28-23

10

Accountant, mfg. concern $1,000
Engineers, 2, concrete const. ..... $1,200-$1,500

11

Onions, home grown, box ..... $1.25@1.40
Eggs, cases returned ..... 46@47½c
Chickens, springs 22c

12

1. Allen Dickinson ..... Pro.
10—Arnold Daly ..... Ind. R.
Oscar Lutz ..... D.

13

For Governor ..... FRANK O. LOWDEN

14

George Schmidt ..... 1327 N. Sawyer-av.

15

John Brown $20.00

16

Maine ..... Harrison

17

National City Bank $8,250,000
Heidelbach & Co. 5,000,000

18

Range ewes ..... $4.00@4.75
Feeding lambs ..... 5.25@6.50

19

4106 Prairie-av., 7 rooms $60.00
805 46th st., 7-8 rooms $52.50-65.00
807 46th st., 7-8 rooms ..... 52.50 up
5216 Calumet av., 6 rooms, bath, rear porch; steam heat $42.50

20

4106 Prairie av., 7 rooms $60.00
5216 Calumet av., 6 rooms, bath; rear porch; steam heat 52.50

21

1—1033 Broadway, fine location $30.00
3— 944 Argyle st., sun parlor 40.00

22

118,000 Un. Pacific 4s ..... 95½@95⅜
10,000 Un. Pacific conv. 18½
32,000 U. S. Steel 4s ..... 85¼@85½

23

$4.85 Slip Seat din. chairs, leather $4.75
210.00 Solid mah. 4 piece bedroom set; one set only $127.50

24

1— 123 Fillmore av.
12—4879 Albany av.
9— 17 W. Eighteenth st.
10— 1 S. Desplaines st.

[The above specimen applies only to precinct and polling places where there is an alignment of addresses.]

Half Measure

25

Cooks ..... $17-$19
Bus Boys 7- 9

26

C. Evans 34 78

27

Names & des.	Lt.	bl.	$ct.
John Jones	1	32	6.00
17 steers		1,236	2.50

28

Chickens ..... 26 @26½c
Turkeys 27c
Springs ..... 28½@29c

29

John Daly .....Soc.
Abner Williams .....D.

30

My Boy .....S.A. 7
Peter Pan .....Hia. 3
Master Brew .....A.D. 4

31

ETAOINSHR MINNEHAHA .....

32

ETAOINSHRDLU Carter L
F .....Oscar

33

ETAOINSHRDLU Bingen .....
2:04½ .....No Boy
Shasta Boy 11
111 C.Corbett 30-1

Third Measure

34

	Lt.	Blk.	Sets
ETAO	5	3	32
ETAOINHRDLUCMFWYP	5	3	56

DOUBLE PRICE

All tabular matter of three columns or more shall be measured double price, as per specimens below:

35

American Writing Paper	1	1¼
Do pfd	13½	15

36

September gross	$ 4,128,277	$ 371,146
Net	1,071,779	109,156

37

Lipman's 14	7	.667	1,006	19,994	2-21
Centurys 13	7	.619	1,052	19,938	15-21

38

St. Paul, O., K C. ..... *8:15 am *10:00 pm
Byron Sycamore ..... *3:00 pm *10:45 am

39

May	.59¼	60¾	.59½	.59½	.59¼	.59½
July	1.08¼	1.08¼	1.09½	1.10⅜	1.09½	1.07⅞

40

ETAOIN 10 D. & R. G. 78½ 12½ 78½

41

4106 Prairie av., 7 rooms $60.00
805 46th st., 7-8 rooms $52.50- 65.00
807 46th st., 7-8 rooms ..... $52.50 up
5216 Calumet, 6 rooms, bath; rear porch; steam heat $52.40

42

Accountant, mfg. concern $1,000
Engineers, 2, concrete const. $1,200- 1,500
Correspondent, ins. 35- 40

43

Onions, home grown, box ..... $1.25 @1.40
Chickens, springs ..... .22
Eggs, cases returned ..... .46½@ .47½

44

$100,000 Un. Pac. 5s ..... 95½@ 95⅜
18,000 N. W. & W. 5s 88½
1,000 Burlington cons. ..... 100 @101

45

1—Allen Dickinson ..... Pro.
Oscar Lutz ..... D.
10—Arnold Daly ..... Ind. R.

46

Garner—3, 4, 5, 6, 12, 123, 178. 80, 0, 0, 4, 5, 12, 34, 45, 0, 3, 9, 3, 4, 7, 28, 50, 8, 45, 50, 23, 2, 4, 8, 3.

47

Solo—"McCarthy's Wake" ..... O'Brien
"Hark, the Herald Angels Sing" ..... Hayden
Mrs. Anne Cole
Solos—[a] "The Swallows" ..... Verdi
[b] "O, Dry Those Tears" ..... Bond

Half Measure

48

	Ab	R	H	P	A
Wagner,ss	1	2	3	4	5
McW's,3b	5	4	3	2	1

49

M'phy.	103	219	193
Total	938	1239	928

50

	B	F	P
Br'mholder,f	8	2	6
O'Callaghan,g	8	2	6

51

St Bk Chi.....125½ 125½
Aff F. Inc.....11.73 11.72

52

10 BRT 5s .....97½@98
2 CRI&P 4s 101½

53

INDENTATIONS AND "RUNDOWNS"

Indentations and "rundowns" as per following specimens shall be measured price and one-half:

The specimens as herewith submitted are of great value and aid to determine the price to be ETAOIN paid for intricate and tabular matter. ETAOIN Therefore, these examples are a guide ETAOIN to interpret the price to be paid for ETAOIN different forms of composition.

Open house will be held tomorrow evening by the Germania Club at 108 West Germania place with Gene Morgan, member of a famous band, as the speaker.

Mr. Morgan will recount his experiences during the war and his newspaper tour of Europe.

54

Matter similar to the above but set one-third column wide shall be given out as time work.

INITIAL LETTERS

In the following, specimens of initial letters, where the exact indentation is furnished, no extra charge shall be made:

MPHASIS will be laid on the necessity of food conservation during the ensuing year. At the model cafeteria operated by the university as a conservation and

55

TWO TYPE FACES IN ONE LINE

Where duplex matrices are in general use and two faces of type appear in the same line, fifty ems extra shall be charged for each line in which they appear. Specimens:

District No. 1—John Smith, Albany, N. Y., at the Rose theater, Madison street, near La Salle.

56

When lines containing more than one face of type, subheads, or lines indented for initial letters or broken measures are picked up by an operator no extra charge shall be made for same.

57

Boxes with borders, composed of letters, figures, dollar marks, leaders, or dashes, shall be measured double price:

(a) Each operator shall be supplied where the character of the work requires, with 21 matrices of the essential letters of the alphabet, comma, period, em and en quads, em and en leaders, figures, 25 spacebands, and an adequate supply of side sorts.

(b) An alteration from copy not provided for by any style of the paper kept publicly posted in the office, nor by instructions given to the compositor by the copy-cutter when the copy is given out, or marked on the copy; alterations in the spelling of proper names; proper names not legible; names of corporations where initials are given

and required to be spelled in full; words from foreign languages, etc., not provided for as above; alterations in the spelling or division of words not in accordance with the dictionary given as a guide and not provided for as above; alterations in punctuation or capitalization, where a take commences or ends even within two lines of commencement or end, unless it is evident from copy that it should be so punctuated or capitalized; long lines, short lines, wrong font, and imperfect slugs, when not the fault of the operator; also spaceband and matrix transportations and non-dropping of matrics after the machinist has been notified—shall be ringed.

(c) Operators shall not be held responsible for time lost through breakage of machine, alterations of copy, non-supply of copy, matrics and spacebands, or any other cause not the fault of the operator.

(d) Where matrices are inserted by hand, an allowance of 50 ems each shall be made.

Where the words "journeymen," "apprentices," "foremen," "learners," "machinists," "members," "extras" or "substitutes" are used herein they shall refer only to and be applicable only to members of the International Typographical Union and of Chicago Typographical Union No. 16.

Where the word "office" is used herein it shall refer to the establishment where members of the aforesaid union work.

Members will work only under direction and supervision of a foreman of the composing room who is a member and who, as foreman, shall have full and complete control over the hiring and discharge of members doing any work in said composing room.

The composing room shall be operated under the laws of Chicago Typographical Union No. 16, not affecting wages, hours and working conditions, and the laws of the International Typographical Union.

John J. Pilch, President
A. J. Girard, Vice-President
Joe Rhoden, Chairman
N. C. Burns,
J. C. Rhodes,
Newspaper Scale Committee

GENERAL COUNSEL'S EXHIBIT 10-N

October 22, 1947

Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago, Illinois

Dear Mr. Pilch:

A telegram was posted last night on the bulletin boards in the composing rooms of the Publishers which contained, in substance, the following sentence, "There being no contract now in effect members will act in accordance with local and international law." We are somewhat in doubt about the intent of that statement.

It has been customary through our many years of contractual relations, whenever agreement was not reached by the anniversary date of the contract, to continue in effect the provisions of the prior contract until an agreement was reached.

Pending agreement upon a new contract, the composing rooms of the Publishers will, in accordance with the traditional procedure, continues to be operated under the terms of the "Newspaper Contract and Scale of Prices" in effect during the past year, insofar as is lawful. The Publishers feel that such wage scale as may be mutually agreed upon in any new contract should be retroactive to October 21, 1947, but that such retroactivity should not exceed 60 days.

Yours sincerely,
Chicago Newspaper Publishers' Association
By (Signed) John F. O'Keefe
Secretary

AL.

GENERAL COUNSEL'S EXHIBIT 10-O

October 25, 1947

Mr. John J. Pilch
Hyde Park Hotel
1511 Hyde Park Blvd.
Chicago, Illinois

Dear Mr. Pilch:

Enclosed, herewith, for your information is a copy of a letter which was mailed this afternoon to the newspaper members of Chicago Typographical Union No. 16.

Yours sincerely,
John F. O'Keefe
Secretary.

J.F.O'Keefe
rem

GENERAL COUNSEL'S EXHIBIT 10-P

CHICAGO NEWSPAPER PUBLISHERS' ASSOCIATION
Room 1100, 211 W. Wacker Dr.
Chicago 6, Illinois

John F. O'Keefe, Secretary
Phone Randolph 4900

October 25, 1947

WHAT PUBLISHERS PROPOSE TO NEWSPAPER PRINTERS TO CHICAGO TYPOGRAPHICAL UNION NO. 16:

There are two sides to every question.

Newspaper Scale Bulletin No. 7 ("Deadlocked") deals with only one side.

This communication deals briefly with the other side, in the hope that your membership may realize the earnest desire of the publishers to bargain collectively for a bona fide agreement of at least one year duration to cover:

1. WORKING CONDITIONS.
2. INCREASED WAGES.

From time to time through many years, your local Union and the Publishers' Association have signed (and your International Union has approved) a written agreement called a "Newspaper Contract and Scale of Prices". In that agreement both parties have recognized their "respective rights and obligations".

TIE ALL WORKING CONDITIONS AND WAGES

The publishers' position again this year is that a newspaper contract and scale of prices can and should be negotiated with reasonable speed. The publishers feel that such continuation of a long practice is the firmest basis for sound labor-management relations.

They hope that your Union will join with them in preserving the tradition that a code of working conditions and the amount of wages to be paid are both essential factors in any agreement.

The publishers believe that tieing together all working conditions and wages is for the best interests of your members and the newspapers.

The publishers' insistence that agreement be made on working conditions before discussing wages is in keeping with general practice in the past. Frankness makes it necessary to say plainly that there is an additional reason this year. Your committee has been instructed by your International office to attempt to draw from the publishers figures on wages for the purpose of being "pasted onto" the printed, non-bargained, unilateral conditions of employment. The publishers can't see it.

Between August 22 and October 21, your negotiators took the position that because of certain provisions of the Taft-Hartley law there could be no agreement, or even a "meeting of the minds", on working conditions. Then a change of strategy produced a contract form P6(a) which was admitted by the International office to "contain ample reason for rejection by employers" and to make unilateral "Conditions of Employment" more desirable by contrast.

Your committee has made it plain that the chief difficulty is not between the publishers and your Union but rather a fight between your Union and the Taft-Hartley Act. It has seemed to the publishers that your committee believes that the Act may be avoided by some sort of understanding that would wink over the law. They feel that neither you nor they should wink over any law of our country no matter how strongly anyone may oppose that law.

THE REJECTED SUGGESTIONS

Your Bulletin No. 7 states:

"We (the Union) have submitted innumerable methods, ways, means, etc., to arrive at a solution but our every suggestion has been rejected by the publishers."

They have been rejected for two reasons:

1. Some have been "prescribed" by the Union. The publishers believe that there is no real collective bargaining where one side "prescribes" or lays down terms the substance of which cannot be changed.
2. Some, in the conscientious opinion of the publishers, would have put both the Union and the publishers under the risk of violating the Taft-Hartley law.

The publishers are so convinced of this fact that they are willing to have both sides submit the record of negotiations for arbitration on the point that such a risk was actually invited.

A TWO-WAY METHOD

Your Bulletin No. 7 states:

"Although there are many ways in which Unions and employers may operate with perfect legality under the infamous Taft-Hartley law, the publishers have been absolutely adamant in their insistence that there can be but ONE way—THEIR WAY."

The publishers agree that there are many ways in which labor and management may operate in concord under the law. They call your attention to the fact that other Unions in the newspaper industry have found a way:

The Drivers' Union has found a way.

The Engravers' Union has found a way.

The Pressmen's Union has found a way.

The Stereotypers' Union has found a way.

And all by means which include written agreements that recognize the rights and obligations of both sides and which tie working conditions and wages together in a written contract.

As to the publishers insisting on "One way—Their Way":

The fact is that the publishers at this time are just where they and you have been for more than 50 years. The way they prefer has been Your Way until just recently.

In asking for a one-year contract, the publishers are asking only for what has been Your Way until just a few weeks ago.

In asking for a contract that includes both working conditions and wages, the publishers are asking only for what has been Your Way through fifty years. In fact, your Union initiated that contract pattern among the printing trades.

So the publishers are sticking to a two-way method—Your Way and Their Way.

As to the letter of October 22nd, assuming that legal terms of the expired contract would continue in composing

rooms until a new agreement is reached:—that, too, is in accord with the long standing practice of your Union.

The publishers on August 13th, made to your Union an offer which would have continued the closed shop for a year. They offered to negotiate night and day, if necessary, until August 22nd to reach an Agreement and Scale of Wages. The Union, under mandate to include so-called Form A, promptly turned down this proposal.

The publishers cite this fact as one of the many proofs that they have no desire to frustrate, bait or injure you or your Union.

We again point out that it is impossible to bargain collectively in good faith as required either by the law or good labor relations practice while your Union continues to insist that the "methods, ways, means, etc." that it proposes are the only solution.

The publishers seek a firm contract for a period of one year. They have proposed retroactivity on any wage adjustment up to 60 days. They earnestly believe that no differences exist that cannot be settled by collective bargaining.

Chicago Newspaper Publishers' Association
Chicago Daily News
Chicago Herald-American
Chicago Journal of Commerce
Chicago Sun
Chicago Tribune
Daily Times

GENERAL COUNSEL'S EXHIBIT 10-CC

WESTERN UNION

NDA102 PD-WUX INDIANAPOLIS IND 8 1018A 1947 NOV 8 AM 10 50 JOHN F. O'KEEFE, SECRETARY CHICAGO NEWSPAPER PUBLISHERS ASSN WACKER DR CHGO

My telegram to you dated November six can only be interpreted to mean what it says. You know full well the provisions of ITU laws requiring its President to try to bring about settlement of deadlocked negotiations. You have engaged in a number of such conferences during the past several years. Your filing of charges of unfair labor practices before completion of the well known procedure of the past resulted in my inquiry of November six. As President of the ITU, I now ask you if the Chicago Newspaper Publishers Association will meet with me in order that I may carry out my duties as provided in Article Nineteen, ITU Bylaws to "investigate the cause of the disagreement and endeavor to adjust the difficulty?"

If your answer is in the affirmative please communicate it to President Pilch. I shall be in Chicago on Monday, November 10, 1947, at the Morrison Hotel. It would be kind of you to arrange a meeting on that date if possible.

Woodruff Randolph President.

GENERAL COUNSEL'S EXHIBIT 10-DD

The Chicago Newspaper Publishers' Association proposes that the contract between the Association and Chicago Typographical Union No. 16 executed November 7, 1946, be renewed and amended and extended.

1. By adding thereto two new sections reading as follows:
   "Section 51. It is understood and agreed that no terms or provisions of this contract shall be so interpreted or applied as to violate any local or Federal law";
   (or, in lieu of the clause just set forth, deleting from the contract all provisions relating to closed shop and struck work, and modifying the second sentence of Section 22 so as to read: "It is understood and agreed that the general laws of the International Typographical Union in effect January 1, 1947, not in conflict with law or with this contract, shall govern relations between the parties on conditions not specifically enumerated herein.")
   "Section 52. In the event of any provisions of this agreement being held invalid under the law the remainder of the agreement shall not be affected thereby."
2. By making such other modifications as may be agreed upon;
3. By adjusting the wage rates, as stated in Section 42, in such manner and to such extent as may be agreed upon, retroactively to October 21, 1947, but for not longer than 60 days;
4. By extending the effective term of said contract as thus renewed and amended to October 21, 1948, and, in furtherance of such extension, substituting the date October 21, 1948, for the date October 21, 1947, whenever the latter date appears in said contract.
5. By providing expressly that only members of the Union will be employed as foremen and that preference in employment for other situations will be given to applicants who formerly worked in the composing rooms of the members of this Association.

11-11-47.

GENERAL COUNSEL'S EXHIBIT 10-EE

CHICAGO NEWSPAPER PUBLISHERS' ASSOCIATION
Room 1100, 211 West Wacker Drive
Chicago 6, Illinois

John F. O'Keefe, Secretary
Phone RANdolph 4900

November 12, 1947

Mr. Woodruff Randolph, President
International Typographical Union

Dear Mr. Randolph:

The Chicago Newspaper Publishers and Chicago Typographical Union No. 16 have worked together for some 50 years under written agreements.

This year the Publishers have sought, through the regular procedure of collective bargaining, an agreement in the traditional form, to the extent permitted by law, with fair working conditions and equitably increased wages.

The Union, because of objection to certain features of the law, has insisted on a policy which the Publishers interpret as a "no contract" policy for the reason that it seeks wage increases and other obligations of the Publishers but avoids binding the union to the usual contractual responsibilities. And, as you suggested at our meeting on November 10, it leaves to the ingenuity of the Publishers problems of non-observance of the law.

Members of the Union wish to continue at work, with maximum security for themselves and their union. The Publishers wish to cooperate with the Union membership in that objective. As we have informed you, the Publishers are willing to continue employing only union members as composing room foremen. They also are willing to give preference in employment for other situations to applicants who formerly worked in the composing rooms of the members of this Association.

In spite of many sessions with representatives of the Union, beginning in July of this year, there has been a deadlock during which a great many composing room employes have performed their work with high responsibility even though there has been evidence of concerted interruption of normal production.

The present situation is extraordinary. It is one which the Publishers and the Union have never before faced. The Publishers realize that it requires unusual treatment.

The Chicago Federation of Labor recently announced a "Program for Industrial Peace." This program includes the following paragraphs:

Mr. Woodruff Randolph: —3— 11-12-47

"The Chicago Federation of Labor hereby tenders its good offices to aid in the voluntary adjustments of jurisdictional disputes *and also will continue its efforts to settle other difficulties on a fair basis without resort to strikes or any form of concerted work stoppages.*"

"It is also the purpose and intent of the C.F. of L., through the procedure herein outlined to eliminate as far as possible all work stoppages that can and should be adjusted at the conference table. All affiliated unions are hereby called upon to give earnest and favorable consideration to the committee recommendations."

"The Chicago Federation of Labor hereby invites the cooperation of all organizations of employers in Chicago and vicinity in carrying out the program outlined."

Therefore, in furtherance of the reasonable objectives of both parties, and in acceptance of the invitation of the Chicago Federation of Labor, the Publishers now propose as a means of complete settlement of all differences between the parties:

1. That there be submitted to the Executive Board of the Chicago Federation of Labor and fundamental issue, namely: Shall the Publishers and the Union, through collective bargaining, make a contract which includes the obligations of each for a normal, stabilized term?

   The Publishers will accept and abide by the decision of that Board upon that issue, and upon any unsettled working conditions to be jointly submitted, if the Union will agree to do likewise.

2. That submission of this issue and of any unsettled questions of working conditions will not operate to postpone collective bargaining on wages and related economic benefits.

3. That in case a deadlock should ensue on wages or related benefits the matter shall be submitted to arbitration for a binding decision.
4. That any increase in wages will be retroactive to October 21, 1947, or for not more than 60 days.

Mr. Woodruff Randolph: —3— 11-12-47

5. That an immediate resumption of normal production in the composing rooms of all publishers be effected.

Yours sincerely,
Chicago Newspaper Publishers' Association
Chicago Daily News
Chicago Herald-American.
Chicago Journal of Commerce
Chicago Sun
Chicago Tribune
Daily Times
By John F. O'Keefe
Secretary, Chicago Newspaper Publishers' Association.

GENERAL COUNSEL'S EXHIBIT 10-FF

CHICAGO NEWSPAPER PUBLISHERS' ASSOCIATION

Room 1100, 211 West Wacker Drive

Chicago 6, Illinois

November 12, 1947

John F. O'Keefe, Secretary
Phone RANdolph 4900

Mr. Woodruff Randolph, President
International Typographical Union.

Dear Mr. Randolph:

The intent of the last two paragraphs of the section numbered 1 on page 2 of our letter to you of November 12, 1947, as we stated to you at our conference of today, is that the whole issue of whether or not we should operate under a contract for a normal term of a year should be submitted for decision to the Executive Board of the Chicago Federation of Labor. In order to make this intent perfectly clear to you, we suggest substituting the following paragraphs for the ones in question:

"1. That there be submitted to the Executive Board of the Chicago Federation of Labor the fundamental issue, namely: Shall the Publishers and the Union, through collective bargaining, make a contract for the normal stabilized term of a year?

If the Union will agree to do likewise, the Publishers will accept and abide by the decision of that Board upon that issue, and upon any issue that may arise between the Union and the Publishers with respect to the working conditions and the content thereof which should be included in a contract in event the Board decides that such a contract should be made, or in posted terms of employment in event the Board decides that such a contract should not be made."

Yours sincerely,

Chicago Newspaper Publishers' Association,
Chicago Daily News
Chicago Herald-American
Chicago Tribune
Chicago Journal of Commerce
Chicago Sun
Daily Times
By John F. O'Keefe
Secretary, Chicago Newspaper
Publishers' Association.

GENERAL COUNSEL'S EXHIBIT 10-GG

November 13, 1947

Chicago Newspaper Publishers' Association,
211 W. Wacker Drive,
Chicago, Ill.

Gentlemen:

This is in reply to your letter of November 12, as amended the same date, with reference to your negotiations with Chicago Typographical Union No. 16 which began in July of this year and which have reached a deadlock.

The members of the Executive Council of the International Typographical Union have been trying to compose the situation as provided by I.T.U. laws and to secure from you a proposal which could be recommended to the local union.

Accompanied by the local Scale Committee we met with representatives of all the Chicago Daily Newspapers on Monday, Tuesday and Wednesday, November 10, 11 and 12.

During these sessions full exploration of the reasons for the deadlock were discussed. Your interpretations and conclusions relative thereto are stated in your letter of November 12. We do not concur in them.

We would state the facts as follows:

(a) Not once during the period from July 1947 to date has the Chicago Newspaper Publishers' Association made a complete offer of a proposed agreement to Chicago Typographical Union No. 16 covering all matters it desires to cover.

(b) The Association did offer to raise wages in an undetermined amount if the union would commit itself to a certain form of contract. We do not regard this as bargaining in good faith.

(c) The local union has presented to the Association complete offers covering all subjects it desired to cover. One of those offers was for a contract of indefinite duration but which was subject to cancellation by either party on sixty days written notice.

(d) The Association desires a contract of a year or more with no interim cancellation clause.

(e) There are many other proposed contract clauses which are not acceptable by the parties in negotiations. These unresolved contract proposals cover basic contract relationships and wages, hours and working conditions.

(f) Of the many unresolved questions the Association proposes that one specific question be submitted to the Executive Board of the Chicago Federation of Labor for decision, namely: "Shall the Publishers and the Union, through collective bargaining, make a contract for the normal stabilized term of one year."

The answer of the Executive Council of the International Typographical Union to that specific proposal (f) is that the Council could not recommend it to the local union for the following (not necessarily complete) reasons:

1. A "yes" or "no" decision on that question would, in all probability, prevent agreement on other unresolved basic questions.

2. If the publishers can get along under an adverse decision on that question, the Publishers can get along under the Union's proposal for a contract of indefinite duration or can get along under the other method of peaceful and harmonious relations called "Conditions of Employment". Therefore that question cannot be such a "fundamental issue" to the publishers as described by the Association.

3. The submission of that question to the Executive Board of the Chicago Federation of Labor would be submitting to a subordinate body of the American Federation of Labor a question of the policy of an International Union. Neither the Chicago Federation of Labor nor the American Federation of Labor itself has any authority to so inject itself into such matters.

4. Even if it should be interpreted that the proposal of the Association is offered in the nature of an arbitration procedure it could not be accepted for the reason that the laws of the International Typographical Union cannot be arbitrated as has long been recognized by the Association.

5. The term of any contract is quite a "fundamental issue" to Chicago Typographical Union No.

16 as was repeatedly explained during the many sessions held since July 1947. The rights and prerogatives of its members and the legal responsibilities of the union are inextricably involved in that question.

(g) The letter of the Association of November 12, 1947 contains a five-point proposal submitted as a whole. The second paragraph of point 1 proposes to jointly submit and abide by decision of the Executive Board of the Chicago Federation of Labor "any issue that may arise between the Union and the Publishers with respect to the working conditions and the content thereof which should be included in a contract in the event the Board decides that such a contract should be made, or in posted terms of employment in event the Board decides that such a contract should not be made."

Since differences over working conditions have been slight no particular or special importance need be attached to the above proposal.

(h) Point No. 2 of the Association's letter proposes an unspecified manner of arbitration of any deadlock on "wages or related benefits" and Point No. 4 specifies retroaction of an arbitrators award of increased wages to October 21, 1947, or for not more than 60 days.

The above could not be recommended to the local union which found such methods impractical at least twenty-four years ago. A twenty-year period of arbitration demonstrated its impractibility.

(j) The Executive Council of the International Typographical Union is not aware of any abnormal production in the composing rooms of the Publishers and has heard specific denial thereof by the officers of the local union in the sessions of the past three days.

In concluding this reply to your letter of November 12, 1947, the Executive Council of the International Typographical Union desires clearly and emphatically to state to the Association that neither the local union nor the International has suggested nor expected the Publishers to engage in "non-observance of the law."

The union intends to comply with all laws even though we agree with the Association in its statement that: "The present situation is extraordinary. It is one which the Publishers and the union have never before faced. The Publishers realize that it requires unusual treatment."

The proposals of the Union offer the necessary legal "unusual treatment". The Publishers so far have been trying the usual treatment of all questions.

We respectfully urge a more sympathetic approach to the extraordinary situation which faces us all at this time.

Sincerely yours,
INTERNATIONAL TYPOGRAPHICAL UNION.
Woodruff Randolph
President.
Larry Taylor
First Vice-President.
Elmer Brown
Second Vice-President.
Don Hurd
Secretary-Treasurer.

GENERAL COUNSEL'S EXHIBIT 10-HH

Publishers' Proposal
Handed to Mr. Randolph on November 13, 1947.

The contract effective October 21, 1946, is hereby extended from October 21, 1947, to October 2, 1948, except as it is in conflict with law, and except as modified below.

If a situation should arise whose legal consequences under the Taft-Hartley Act might in the view of either party call in to question the desirability of continuing the contract, the parties shall immediately meet and discuss the situation, and if after 10 days they have failed to agree upon a solution, either party may on 60 days written notice to the other cancel the agreement.

(Here insert changed wage rates and any other modifications)

GENERAL COUNSEL'S EXHIBIT 10-II

November 13, 1947

Mr. Woodruff Randolph, President,
International Typographical Union

Dear Mr. Randolph:

Following are some questions which we would like to have you take up with the officials of the Mailers' Union at your meeting with them this evening:

1. Section 3 formerly covered all work pertaining to the Mailers' trade performed *in the mailing room.* The underscored words were omitted from the present contract. At the time the Union demanded this omission, the Publishers asked whether the omission would result in claims for work such as:

Advertising copies.
Employes House organs.
Addressograph work in accounting or promotion department.
Work now performed in mail cages.
Handling of promotional material.
Stenciling done outside of mail room.

(Italics substituted for underscored words)

The Union representatives replied that these questions were foolish, were red-herrings, etc., and that the "status quo" would obtain. The "status has not been preserved in all plants. What assurances will the ITU give the Publishers against extreme claims of jurisdiction of this sort in the future?

2. The Mailers' union continues to harass Publishers by bringing up or mandating increased jurisdiction. During the past year, the News had two such instances. One had to do with an increase in stuffing papers. Such papers had gone out without being stuffed. Another is a demand that dispatching work on News platform be duplicated by putting an additional mailer situation. What assurances will the ITU give the Publishers that unreasonable demands of this sort will not be made in the future?

3. For a number of years, Drivers have unloaded the Times' comics from railroad cars. The Sun Comics and week magazines were unloaded by Mailers. When the two Sunday papers were combined, the Mailers claimed all of the unloading and the Drivers made a similar claim. The

Drivers referred this matter to the Publishers' Association. The matter is still unsettled. The Association has kept the matter from exploding. What will the I.T.U. do to correct this situation and to guard against similar situations in the future?

4. Section 21, (buttressed and supported by Sections 2, 3, 17 and 18) of the Mailers' contract, reads:

"All time in a member's shift, either by day or night, coming within the hours fixed by this agreement and all overtime shall *belong to the Employer*, and all employes of the mailing departments *shall perform such work as the foreman shall direct.*" It is the intention of the I.T.U. that members shall handle only "Times" work or only "Sun" work—thus refusing to handle work assigned to them *by the Employer* and *directed by the foreman*?

5. The Mailers' Union has a local law forbidding foremen and assistant foremen to work. The I.T.U. recognized one foreman not subject to hours. The local union insists that assistant foremen, subject to overtime and days off, do no work. Publishers object to this. The Union refuses to change. Shall this condition continue?

Yours sincerely,

Chicago Newspaper Publishers' Association

(Signed) By John F. O'Keefe, Secretary

GENERAL COUNSEL'S EXHIBIT 10-JJ

Chicago Newspaper Publishers' Association
Room 1100, 211 West Wacker Drive
Chicago 6, Illinois

John E. O'Keefe, Secretary
Phone RANdolph 4900

November 13, 1947

Mr. Woodruff Randolph, President
International Typographical Union

Dear Mr. Randolph:

We acknowledge your letter of November 13 replying to ours of November 12, as amended the same day.

We regret that your answer to our proposal is "no."

The fundamental question which we asked you to join with us in submitting to the Executive Board of the Chicago Federation of Labor came from the long discussions we have had with you. You have maintained that your "no contract" proposal is necessary to protect your union from "union busting proposals, under which (in the light of trade union practice and tradition) no union could continue its existence."

Our willingness to refer this philosophy of yours to the Executive Board of the Chicago Federation of Labor would give both you and us the benefit of that Board's opinion as to whether it is to the best interests of your union and all other unions to reverse a very important practice under which Typographical Union No. 16 and the Chicago Newspaper Publishers have worked together for 50 years. That practice has been the pledging of mutual obligations under written contracts.

We feel that for the best interests of the American way of life, for the best interests of labor and for the best interests of management, the stability that comes from contracts should not be destroyed. On that point we are still willing to take the judgment of the Executive Board of the Chicago Federation of Labor.

You ask why, if we regard this issue as fundamental, we are willing to risk an adverse decision by an outside body. Our answer is simple. Deeply as we believe that the pledging of mutual responsibilities in a written contract is basic to satisfactory relationships, we are anxious to find, at whatever risk to ourselves, a peaceful solution

to a controversy which neither you nor we, nor our employees, nor the public at large, would wish to have fought out in an economic struggle.

Since no other solution short of arbitration now seems possible, we are willing to resort to that method; and we feel so confident of the soundness of our view that we are willing to seek the judgment of the responsible heads of the American Federation of Labor in Chicago.

You say that the Chicago Federation of Labor has no authority to "inject itself" into such a matter as this. We have not asked the Federation to "inject itself". We simply ask you to join voluntarily in submitting the matter to the Federation as a way of preserving industrial peace.

Yours sincerely,
Chicago Newspaper Publishers' Association
Chicago Daily News
Chicago Herald-American
Chicago Journal of Commerce
Chicago Sun
Chicago Tribune
Daily Times
By John F. O'Keefe
Secretary, Chicago Newspaper
Publishers' Association.

GENERAL COUNSEL'S EXHIBIT 10-MM

WESTERN UNION

Chicago, Illinois, November 20, 1947

Mr. Woodruff Randolph, President
International Typographical Union
2820 North Meridian
Indianapolis, Indiana

The Chicago Newspaper Publishers sincerely regret that your telegram of November 19 indicates a continued unwillingness on the part of the International Typographical Union to exercise its authority to stop the concerted slowdowns existing in Chicago newspaper composing rooms. You know that we have filed charges with NLRB because Chicago Typographical Union No. 16 acting under mandate of the International Typographical Union has not bargained in good faith and because this Union is resorting to these coercive measures which interfere with normal production of the newspapers. You know that our objective is to get the Union to bargain collectively for an agreement which would set forth the obligations and responsibilities of both sides for a normal term agreement as has been the custom for over fifty years in the past and to bring about a resumption of normal production. The several proposals which the Publishers made to you last week, including the proposal to use the good offices of the Executive Board of the Chicago Federation of Labor, were all designed to accomplish this objective and would in our judgment have done so if you had expressed a willingness to abandon your "no contract" policy. If this had been done it is obvious that the basis for the NLRB charges would no longer exist. We think you know from our discussions with you and from our letter of November 12th that those charges will be withdrawn once you consent to accept a framework of agreement within which increased wages can be negotiated, and normal production restored. The five points in our letter of November 12th outline machinery to settle everything without use of the NLRB. You know also that the Chicago Publishers have bargained as a unit through the Association for many years and intend to continue that practice. Lastly we have been and still are desirous

of reaching a normal contractual relationship with Chicago Typographical Union No. 16 through collective bargaining in good faith. In your wire you indicate that Chicago Local No. 16 would give a sympathetic response if the Chicago Publishers would abandon "unfair practices" and once again request collective bargaining. We are not aware of any "unfair practices" by the publishers and assume you are referring to the NLRB charges. Does your suggestion indicate that the International Typographical Union will permit Local No. 16 to bargain for a contract in good faith unhampered by your "no contract" policy?

Chicago Newspaper Publishers' Association.

GENERAL COUNSEL'S EXHIBIT 10-OO

Chicago Typographical Union Number Sixteen
November 23, 1947

Mr. John F. O'Keefe, Secretary
Chicago Newspaper Publishers Association
211 West Wacker Drive
Chicago, Illinois

Dear Sir:

This will serve notice that Chicago Typographical Union No. 16, in meeting assembled Sunday, November 23, 1947, adopted a wage scale of $100.00 per week days; and $106.00 per week nights and lobster, to be placed in effect pending further negotiations.

You are also served notice that if I am not notified before 8:00 P.M. Monday, November 24, 1947, that the above wage scale is to be put into effect, the services of members of Chicago Typographical Union No. 16 will be withdrawn, upon adoption of a strike vote scheduled at 6:00 P.M., November 24, 1947.

Very truly yours,
(Signed) John J. Pilch
President.

(SEAL
Chicago Typographical Union
No. 16
Organized June 1852)

GENERAL COUNSEL'S EXHIBIT 10-PP.

November 24, 1947.

Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago, Illinois

Dear Sir:

We have receive your letter of November 23rd in which you say:

> "This will serve notice that Chicago Typographical Union No. 16, in meeting assembled Sunday, November 23, 1947, adopted a wage scale of $100.00 per week days; and $106.00 per week nights and lobster, to be placed in effect pending further negotiations.
>
> "You are also served notice that if I am not notified before 8:00 P.M., Monday, November 24, 1947, that the above wage scale is to be put into effect, the services of members of Chicago Typographical Union No. 16 will be withdrawn, upon adoption of a strike vote scheduled at 6:00 P.M., November 24, 1947."

Our reply is as follows:

1. You are attempting to mandate a wage scale. We cannot recognize a mandated wage scale. We have at all times been ready to negotiate a wage increase, if the Union would agree to put the wage scale and other terms of employment in a lawful contract of reasonable duration.

2. In the first paragraph of your letter you speak of "further negotiations." Negotiations were broken off on November 14th, without the Union either accepting or rejecting our last proposal for a form of contract.

Our last proposal was that increased wages and other terms of employment, when agreed to, should be put in a year's contract which either side could terminate on short notice if difficulties arose under the Taft-Hartley Act. This termination provision was as follows:

> "If a situation should arise whose legal consequences under the Taft-Hartley Act might in the view of either party call in to question the desirability of continuing the contract, the parties shall immediately meet and discuss the situation, and if after 10 days they have failed to agree upon a solution, either party may on 60 days written notice to the other cancel the agreement."

Since the I.T.U. representatives informed us that any arrangement we might enter into with the Typographers would be extended to the I.T.U.'s subordinate Union of Mailers, we asked for assurances from the I.T.U. that our proposal could and would be satisfactorily adapted to the Mailers when their contract expires on January 3rd.

The International President stated that our proposal had "possibilities" but he refused to give a "yes" or "no" answer to it.

The sensible thing to do is to resume negotiations, and try to reach a meeting of the minds on a form of contract. Once that has been done, we are satisfied that an increased wage can be quickly agreed to.

3. We have offered to make such an increase retroactive to October 21, 1947, for up to 60 days.

In other words, if a contract is worked out *any time before* December 21, 1947, the wage increase will be fully retroactive to October 21st.

You and your members will, therefore, have everything to gain and nothing to lose if negotiations for a contract should go forward without a strike. A strike will hurt everybody and benefit nobody.

4. We also offered, and are still willing, to join with the Union in submitting the issues to arbitration, and to pursue every avenue for peaceful settlement.

5. Pending agreement, our composing rooms will, in accordance with past procedure, continue to operate under the terms of the "Newspaper Contract and Scale of Prices" in effect during the past year, so far as lawful.

The Publishers cannot recognize any wage scales or conditions of employment which may be posted by the union.

Chicago Newspaper Publishers' Association
John F. O'Keefe, Secretary.
Chicago Daily News
John S. Knight
Chicago Herald-American
W. C. Coutney.
Chicago Journal of Commerce
Philip P. Page
Chicago Sun
Marshall Field
Daily Times
Richard J. Finnegan
Chicago Tribune
E. M. Antrim.

GENERAL COUNSEL'S EXHIBIT 10-QQ

November 28, 1947

Mr. Woodruff Randolph, President
International Typographical Union
2820 North Meridian Street
Indianapolis, Indiana
Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago, Illinois

Dear Sirs:

The several offers which we have heretofore made to you presupposed the continuation of production in our composing rooms until an agreement was reached. Thus we offered to make any wage increase fully retroactive if agreed to at any time up to December 21, 1947, hoping and expecting that this would give us ample time in which to negotiate a new contract peacefully, with full production continuing in accordance with the traditional practice.

Unfortunately you saw fit to call a strike on November 24. This strike is part of the I.T.U. campaign to avoid contractual responsibility in order to enforce conditions prohibited by law. In consequence of the strike our previous offers for a form of contract and for retroactivity must be regarded as having terminated on November 24.

We wish, however, to repeat and renew the assurance we gave in our public statement of November 22, 1947, that "the Publishers stand ready at all times to explore every avenue to industrial peace based on conformity to law and the assumption of mutual responsibilities", including the good offices of the Executive Board of the Chicago Federation of Labor.

Very truly yours,
Chicago Newspaper Publishers' Association,
By John F. O'Keefe
Secretary

Chicago Daily News
Chicago Herald-American
Chicago Tribune
Chicago Journal of Commerce
Chicago Sun
Chicago Daily Times

GENERAL COUNSEL'S EXHIBIT 10-RR

International Typographical Union
Post office Box 428—Indianapolis 6, Indiana

December 1, 1947

Mr. John F. O'Keefe, Secretary
Chicago Newspaper Publishers' Association
Room 1100, 211 West Wacker Drive
Chicago 6, Illinois

Dear Mr. O'Keefe:

This is in reply to your letter of November 28, 1947, and to say that Chicago Publishers' Association has made no offer of any wage rate whatever since the negotiations first opened last July.

You know full well that the President of the Association stated on behalf of the Association that a deadlock had been reached. You know full well that the Association refused to discuss the matter of wages.

If and when the publishers are willing to resume negotiations and discuss wages as well as other matters of interest to both sides, undoubtedly Chicago Typographical Union will be glad to resume negotiations.

Very truly yours,
(Signed) Woodruff Randolph
President

l:mc
cc:President Pilch #16.

2183

DISPLAY TYPE 18-Pt. and Over	MARK-UP TICKET	BODY TYPE 14-Pt. and Under
	Advertiser	
	No.	
	Copy Cutter	
	Size of Take	
	Border No. and Size	
	Time: Received Finished	

Out they GO! And you SAVE as much as $3

SALE

All 5.00, 5.95 and 6.95

PAJAMAS

Slashed to 3.95

Those are the original price tags you're looking at, Mister! Yes, that good looking pair of 6.95 pajamas is now yours for 3.95. Same for those 5.00 and 5.95 beauties. A real bonanza to select from too! Stripes! Solids! Coat styles! Middy styles! They're fully-cut, comfortable, superbly tailored of easy-to-launder, fast color, top quality broadcloth, twill or cotton flannel. Sizes? Complete range—even to LONG SLIMS! Don't stop with one pair—grab an armful! The jackpot is yours!

Bond

65 W. MADISON ST.

Open Monday, Noon 11 P. M.
Open Tuesday through Saturday, 9 A. M. to 5:45 P. M.

6339 S. HALSTED ST. 250 LINCOLN AVE.

Open Mondays, 12:30 P. M. to 9:30 P. M.
Open Thursdays, 9:30 A. M. to 9:30 P. M.

OAK PARK, 1133 LAKE ST.

Open Mondays and Thursdays, Noon to 9 P. M.

WEDNESDAY, SEPT. 21

PROOF

from the

Herald American

EVENING AND SUNDAY

Chicago's Largest Evening Circulation

SUNDAY OVER A MILLION

Out they GO! And you SAVE as much as $3

SALE

PAJAMAS 3.95

Those are the original price tags you're looking at, Mister! Yes, that good-looking pair of 6.95 pajamas is now yours for 3.95. Same for those 5.00 and 5.95 beauties. A real bonanza to select from too! Stripes! Solids! Coat styles! Middy styles! They're fully-cut, comfortable, superbly tailored of easy-to-launder, fast color, top quality broadcloth, twill or cotton flannel. Sizes? Complete range—even to LONG SLIMS! Don't stop with one pair—grab an armful! The jackpot is yours!

BOGUS
HUGHES
HERALD-AMERICAN
THIS SLUG FOR OFFICE USE ONLY

GENERAL COUNSEL'S EXHIBIT 11-B

CHICAGO HERALD-AMERICAN
BOGUS

From August 21, 1947 to October 22, 1947 (Inclusive)

Date	No. Cols.	Date	No. Cols.
Aug. 21, 1947	23	Sept. 25, 1947	20½
22	26¼	26	30¾
23	24	27	23½
26	14½	30	20
27	6¼	Oct. 1, 1947	24
28	17	2	21
29	18	3	39½
30	7	4	29
Sept. 2, 1947	17½	7	21¼
3	13¾	8	16½
4	19¾	9	29¾
5	24½	10	45
6	17¼	11	21¾
9	13¾	14	15
11	33¾	15	16
12	35¼	16	30¼
13	21½	17	38¾
16	19	21	33¼
17	8	22	19
18	25½		
19	27		
20	23¾		
23	20		
24	15		

GENERAL COUNSEL'S EXHIBIT 11-C

CHICAGO HERALD-AMERICAN
BOGUS 1947

Date		No. Cols.
Jan.	2, 1947	15
	3	28¼
	4	6¼
	Total	49½
Jan.	7, 1947	31½
	8	25
	9	32
	10	37¾
	11	7¼
	Total	133½
Jan.	14, 1947	16½
	15	12¼
	16	19¾
	17	35¼
	18	6¾
	Total	90½
Jan.	21, 1947	25
	22	25¼
	23	29
	24	25¼
	25	9¼
	Total	113¾
Jan.	28, 1947	9¼
	29	14½
	30	31¼
	31	24¼
Feb.	1, 1947	4¾
	Total	84
Feb.	4, 1947	19¾
	5	16¼
	6	21½
	7	35¼
	8	12¾
	Total	105½

Date		No. Cols.
Feb.	11, 1947	23
	12	16
	13	23¼
	14	25¾
	15	7¾
	Total	95¾
Feb.	18, 1947	25½
	19	24
	20	29¼
	21	23
	22	10½
	Total	112¼
Feb.	25, 1947	19¼
	26	17¾
	27	21½
	28	24¾
Mar.	1, 1947	8
	Total	91¼
Mar.	4, 1947	11¾
	5	22
	6	23¼
	7	38
	8	8¾
	Total	103¾
Mar.	11, 1947	22¾
	12	21¾
	13	26½
	14	35¼
	15	11¾
	Total	118

Date	No. Cols.
Mar. 18, 1947	20¼
19	22¾
20	30
21	44
22	16¼
Total	133¼
Mar. 25, 1947	37
26	17¾
27	31¼
28	30¾
29	18½
Total	135¼
Mar. 31, 1947	22¼
Apr. 1, 1947	20¼
2	21½
3	26¾
4	13¼
5	16¼
Total	120¼
Apr. 8, 1947	28
9	16¾
10	37½
11	23
12	17¼
Total	112½
Apr. 15, 1947	31
16	21¼
17	21¼
18	33¼
19	10½
Total	117¼
Apr. 22, 1947	39
23	13
24	26¼
25	21
26	11¾
Total	111

Date	No. Cols.
Apr. 29, 1947	37
30	6½
May 1, 1947	21¼
2	31¼
3	13
Total	109
May 6, 1947	32
7	25
8	27¾
9	26½
10	6
Total	117¼
May 12, 1947	11¾
13	10¼
14	22¼
15	43¼
16	31¾
17	18¾
Total	138
May 19, 1947	6
20	10¾
21	17½
22	21¼
23	34¾
24	10½
Total	100¾
May 26, 1947	27¾
27	11¾
28	14¾
29	17
31	5
Total	76¼
June 3, 1947	38
4	21
5	22¾
6	32
7	19½
Total	133¼

Date	No. Cols.
June 10, 1947	39¼
11	21¼
12	14¼
13	14¼
14	9
Total	98
June 17, 1947	39¼
18	11
19	25
20	27
21	9¼
Total	111½
June 24, 1947	31¼
25	12½
26	15½
27	24¾
28	9¾
Total	93¾
July 1, 1947	25¼
2	7¼
3	32¾
5	5¼
Total	70½
July 8, 1947	26¾
9	15¼
10	19
11	20¾
12	4¼
Total	86
July 15, 1947	21¾
16	8¾
17	11¼
July 18, 1947	16¼
19	10½
Total	68½

Date	No. Cols.
July 21, 1947	25¼
22	15
23	27
24	18¼
25	18
26	16½
Total	110
July 27, 1947	23½
28	5¼
29	8
30	8½
31	13½
Aug. 1, 1947	19½
2	8
Total	86¼
Aug. 4, 1947	9
5	5¼
6	6½
7	14
8	23¾
9	14¼
Total	72¾
Aug. 12, 1947	10
13	17¾
14	13¾
15	22¾
16	36
Total	100¼
Aug. 19, 1947	18¼
20	12½
21	23
22	26¼
23	24
Total	104

Date	No. Cols.
Aug. 26, 1947	14½
27	6¼
28	17
29	18
30	7
Total	62¾
Sept. 2, 1947	17½
3	13¾
4	19¾
5	24½
6	17¼
Total	92¾
Sept. 9, 1947	13¾
11	33¾
12	35¼
13	21½
Total	104¼
Sept. 16, 1947	19
17	8
18	25½
19	27
20	23¾
Total	103¼
Sept. 23, 1947	20
24	15
25	20½
26	30¾
27	23½
Total	109¾
Sept. 30, 1947	20
Oct. 1, 1947	24
2	21
3	39½
4	29
Total	133½

Date	No. Cols.
Oct. 7, 1947	21¼
8	16½
9	29¾
10	45
11	21¾
Total	134¼
Oct. 14, 1947	15
15	16
16	30¼
17	38¾
Total	100
Oct. 21, 1947	33¼
22	19
23	29½
24	22¼
25	19¼
Total	123¼
Oct. 28, 1947	28¼
29	15
30	26½
31	33¼
Nov. 1, 1947	28
Total	131
Nov. 4, 1947	27
5	22
6	35½
7	30¾
8	34
Total	149¼
Nov. 11, 1947	25
12	18½
13	28¼
14	34½
15	32½
Total	138¾

Date		No. Cols.
Nov.	18, 1947	23¾
	19	50
	20	46
	21	49½
	22	56¾
	Total	226
Grand Total		5,112 Cols.

GENERAL COUNSEL'S EXHIBIT 11-D

1947 Week Ending		Columns Bogus Accumulated	Retail Columns Original Advertising Set	Columns Bogus Set	Total Advertising Set	Cost Per Column Set
Jan.	5	49.50	560.50	68.75	629.25	11.67
	12	133.50	662.25	83.50	745.75	9.85
	19	90.50	655 50	122.25	777.75	9.29
	26	113.75	585.75	124	709.75	10.05
Feb.	2	84	681.75	96	777.75	9.53
	9	105.50	805	94	899	8.50
	16	95.75	697	99.75	796.75	9.62
	23	112.25	674.25	86.25	760.50	10.21
Mar.	2	91.25	790	88.50	878.50	9.80
	23	133.25	875	52.25	927.25	8.69
	16	118	924.75	85.75	1010.50	7.84
	23	133.25	875	52.25	927.25	8.69
	30	135.25	871.75	66	937.75	8.41
April	6	120.25	875	65	940	8.63
	13	112.25	839.25	110	949.25	8.71
	20	117.25	896.50	122.50	1019	8.21
	27	111	743.25	37.75	781	10.43
May	4	109	853	214.50	1067.50	7.10
	11	117.25	747	56.50	803.50	10.22
	18	138	846	123.75	969.75	8.62
	25	100.75	839.25	26.25	865.50	9.63
June	1	76.25	682.75	50	732.75	11.31
	8	133.25	841	—	841	10.21
	15	98	743.50	96.50	840	9.59
	22	111.50	768.25	73	841.25	10.40
	29	93.75	770.50	79.50	850	9.60
July	6	70.50	461.25	196.25	657.50	12.00
	13	86	616.75	130	746.75	10.28
	20	68.50	645.25	166	811.25	9.20
	27	110	754.25	170.25	924.50	8.15
Aug.	3	86.25	731.25	130.50	861.75	9.12
	10	72.75	773	153	926	8.16
	17	100.25	710.75	85	795.75	9.22
	24	104	708	64.50	772.50	9.32
	31	62.75	668	134	802	8.94

Sept.	7	92.75	615	102	717	10.50
	14	104.25	833	51	884	8.90
	21	103.25	794.50	57	851.50	9.26
	28	109.75	896.50	109.50	1006	8.28
Oct.	5	133.50	946	73	1019	8.70
	12	134.25	921.25	77	998.25	8.70
	19	100	921.50	60	981.50	8.91
	26	123.25	1144	58.50	1202.50	7.10
Nov.	2	131	860.50	—	860.50	10.05
	9	149.25	1025.25	—	1025.25	8.47
	16	138.75	1304	—	1304	6.72
	23	226	1118.75	—	1118.75	7.73
Total		5112	37523.75	3998.75	41522.50	9.60

GENERAL COUNSEL'S EXHIBIT 16

January 16, 1948

Mr. Woodard:

I have listed below the weekly cost for bogus set in our Composing Room during the period August 22, 1947 to November 2, 1947.

	Cost	Columns Set
August 22 to 23	$ 125.00	28.2
W. E. Aug. 30	236.32	40.5
Sept. 6	603.82	147.1
Sept. 13	183.97	44.9
Sept. 20	183.62	55.6
Sept. 27	322.35	114.0
Oct. 4	151.67	34.7
Oct. 11	119.50	
Oct. 18	259.15	
Oct. 25	224.07	
Nov. 1	120.68	
Nov. 8	168.26	
Nov. 15	257.48	
Nov. 22	41.08	
	$2,996.97	

No record of number of columns set after Oct. 4.

C. A. Sanderson.

GENERAL COUNSEL'S EXHIBIT 17-A

CHICAGO TRIBUNE

(Tribune Company, an Illinois corporation)

(a) The nature of your newspaper's business:

Publication of daily and Sunday metropolitan newspapers having considerable nation wide circulation.

(b) The area and the volume of its circulation:

(1) The amount of intrastate circulation.

(2) The amount of interstate circulation.

	Number of Copies Circulated			
Circulation	Daily	%	Sunday	%
Intrastate	885,510	83.37	1,189,389	75.3
Interstate	176,640	16.63	390,177	24.7
	1,062,150		1,579,566	

See Audit Bureau of Circulation Audit March 14, 1947 (daily) and March 16, 1947 (Sunday).

(c) The amount of newsprint obtained outside the state of Illinois and used during the preceding twelve months both as to tons and dollar value:

Tons of newsprint and rotogravure used during period) December 1, 1946 to November 30, 1947) 180,381

Value $16,173,047.54

(d) The same for ink, type metal, mats, etc.

For the period December 1, 1946 to November 30, 1947, we used:

Ink	4,804 tons	$656,291.35
Linotype metal	24 tons	4,314.57
Matrix paper	311,985 mats	57,093.24

All of the ink and linotype metal is obtained in the state of Illinois and all of the matrix paper is obtained outside the state of Illinois.

(e) The total volume of advertising carried in inches or lines, however it is calculated, and the percentage of which is general or national advertising coming to your newspapers from out of state agencies or advertisers:

For the period December 1, 1946 to November 30, 1947 we carried:

Total advertising of 37,930,099 lines—122,355 columns

Out of State advertising of 5,033,704 lines—16,238 columns (13.27%)

(f) A list of the feature services used, a list of the press association services utilized and the percentage of out of state news to local and state news used by your newspaper:

Feature services:

Chicago Tribune—New York Syndicate, Inc.
United Features Syndicate
Handy Filler Service
Hubbard Hoover Syndicate

Photo Services:

Acme News Pictures Inc.
Planet News Limited
Reuters Limited
International News Photos
Associated Press

Press Associations:

City News Bureau
Associated Press
Reuters Foreign News Service
New York Times News Service

Out of state news is estimated at approximately 50% of total news.

GENERAL COUNSEL'S EXHIBIT 18-G

NEWSPAPER SCALE BULLETIN No. 7
D E A D L O Ç K E D!!

The complete results of the third—and final—meeting this week of your committee with the representatives of the Chicago Newspaper Publishers' Association, held Thursday morning, October 23, 1947, was an emphatic NO from the publishers.

Your committee has not only leaned over, but has fallen over backwards in an honest and sincere effort to resolve the differences between our Union and the publishers. We have submitted innumerable methods, ways, means, etc., to arrive at a solution, but our every suggestion has been rejected by the publishers. Altho there are many ways in which unions and employers may operate with perfect legality under the infamous Taft-Hartley Law, the publishers have been absolutely adamant in their insistance that there can be but *one* way—*Their way!*

To every varied suggestion your committee has made—suggestions that would have left the relation between our Union and the publishers on the same friendly and efficient basis as in the past—the publishers have imperatively demanded that the Union agree to a one year contract—drawn up on the basis of their unilateral interpretation of the Taft-Hartley Act—before any consideration could be given to hours and wages.

The action of the publishers convinces your committee:

1. That the publishers have not and do not intend to bargain or negotiate in good faith.
2. That their policy locally is based in its entirety on the national policy of the American Newspaper Publishers' Association—a policy designed solely to frustrate the members of our Union in their struggle for survival under the ill-considered, ill-conceived, and hastily enacted Taft-Hartley Act.
3. That the publishers are deliberately baiting our members with the ultimate intent of using non-union members to take our places unless we accede without variation to *their* analysis of the Taft-Hartley Act.

This last conclusion has been reached by the revelation—admitted by the publishers' representatives at this final meeting—that preparations are now under way in some

Chicago newspaper plants, and were under way before the contract expired, of training non-union people in the operation of various devices to do the work of our members.

Our members, under the power invested in the laws of the local and International Union, may individually refuse to cooperate in any manner with thees reprehensible efforts of the publishers.

Further evidence of the publishers' determination to impose their policy—through unilateral mandate—on our membership is the following letter addressed to the president of our Union:

CHICAGO NEWSPAPER PUBLISHERS' ASSOCIATION

Room 1100, 211 West Wacker Drive
Chicago 6, Illinois

John F. O'Keefe, Secretary
Phone RANdolph 4900

October 22, 1947

Mr. John J. Pilch, President
Chicago Typographical Union No. 16
130 North Wells Street
Chicago, Illinois

Dear Mr. Pilch:

"A telegram was posted last night on the bulletin boards in the composing rooms of the Publishers which contained, in substance, the following sentence, 'There being no contract now in effect members will act in accordance with local and international law.' We are somewhat in doubt about the intent of that statement.

It has been customary through our many years of contractual relations, whenever agreement was not reached by the anniversary date of the contract, to continue in effect the provisions of the prior contract until an agreement was reached.

Pending agreement upon a new contract, *the composing rooms of the Publishers will*, in accordance with the traditional procedure, *continue to be operated under the terms of the 'Newspaper Contract and Scale of Prices' in effect during the past year, INSOFAR AS IS LAWFUL.* The Publishers feel that such wage scale as may be mutually agreed upon in any

new contract should be retroactive to October 21, 1947, but that such retroactivity should not exceed 60 days."

Yours sincerely,
Chicago Newspaper Publishers' Association
By John F. O'Keefe
John F. O'Keefe, Secretary

Your committee informed the publishers' representatives that the 60-day notice of termination of the contract had been duly served upon them and that NO contract was in effect from October 21.

Your committee has NOT agreed to the procedure prescribed by the publishers in the above letter and the membership is hereby again instructed that their conduct will be governed by local and international law.

It is amusing to note that the publishers without discussing the matter have unilaterally posted their own "Conditions of Employment" and have resisted and refused to negotiate proposed Union "Conditions." Whose ox is being gored now?

Your committee wishes to stress the fact that while our local and International Unions are unalterably opposed to the Taft-Hartley Act, we, as foremost among law abiding American citizens, are not, have not and will not violate this or any other local or national law. Your committee has not, and will not make any proposal to the publishers that in any way violates the provisions of the Taft-Hartley Act.

But, just as emphatically, your committee will not be coerced by the publishers into accepting their one-way application of the law.

In view of the complete deadlock that has developed your committee and officers, pursuant to the power bestowed upon them at the special meeting of the Union held Sunday, October 19, 1947, have officially served notice upon President Randolph of the seriousness of the local situation.

A more detailed report will be made to the regular meeting of the Union, Sunday, October 26, 1947.

Fraternally yours,
John J. Pilch, President
A. J. Girard, Vice-President
Joe Rhoden, Chairman
N. C. Burns,
J. C. Rhodes,
Newspaper Scale Committee

GENERAL COUNSEL'S EXHIBIT 19

CHICAGO TYPOGRAPHICAL UNION NUMBER 16

MEET THE UNION PRINTER
Station WCFL
Wednesday, December 10, 1947, 9:15 PM

Anner: Meet the Union Printers!
Music: Theme in full swell—establish and fade for—
Voice 1: The real reasons behind the newspaper strike.
Music: Punctuation—Promising
Voice 2: This is the truth!
Music: Repeat Punctuation
Voice 3: These are the facts!
Music: Theme in full swell and drop behind
Anner: And now—Report on Negotiations—the fascinating story of what went on during the five months of negotiations before the strike began. Meet Joe Rhoden, Chairman of the Newspaper Scale Committee for Chicago Typographical Union Number 16, who's been in on the story from the very beginning. Good evening, Mr. Rhoden. How does it feel to be one of the sponsors for a radio program?

Rhoden: It feels fine, Mr. McGivern. We're highly pleased to bring in the general public and all our friends on the real facts about our strike. Our position is that we want to pull the curtain aside . . . we just want a chance to tell our story, and tell it straight.

Anner: I've been looking forward to this report from you, Mr. Rhoden, because I think it's a swell chance to find out just what's meant by that great big word—"negotiations." We read and hear about union negotiations all the time. But while I belong to a union myself, I've never actually sat in on negotiations.

Rhoden: There's nothing mysterious about it. Negotiations are simply an effort of both sides—labor and management—sitting around the bargaining table, to reach an operating understanding on wages, hours, and working conditions in the shop. *We* go with *our* ideas of how things ought to be, and we sit down on *one* side of the table. Management sits down across from us. They have *their* ideas. When things go right, we simply talk it over, back and forth, until we've ironed out our differences and come to an understanding on everything.

Anner: That all seems to make sense—it's like two gentlemen talking over the terms of a business arrangement and finally reaching a bargain they're both willing to accept.

Rhoden: That's right. And the bargain can be either of two kinds—either in writing or a verbal understanding. When you get right down to it, negotiating—in its best sense—is the *civilized* way of handling labor-management relations. And that's why we have a Scale Committee as an important part of our union.

Anner: Is there more than one Scale Committee in Chicago Typographical Union Number 16?

Rhoden: Yes. We have a Newspaper Scale Committee and a Commercial Printing Scale Committee.

Anner: In other words, you have one for each kind of shop in which members of Number 16 work—is that it?

Rhoden: Right. My particular group is the Newspaper Scale Committee, and we negotiate wages and working standards for all our members in news publishing plants. We have a three-man committee, the other two are Tommy Burns of the Sun-Times Chapel and J. C. Rhodes of the Hammond Times Chapel.

Anner: Wait a minute. You tossed a curve there. What do you mean by that word Chapel?

Rhoden: Sorry—I should have explained that, too. We all belong to the same union—Number 16—but each plant has its own union body, which includes all of our members in *that plant*. The chapel is the union's plant unit. We have a Tribune Chapel, Journal of Commerce Chapel, and so on. I happen to be in the Daily News Chapel.

Anner: And your newspaper scale committee negotiates for all the newspap chapels in your union, right?

Rhoden: That's it, M McGivern. In this case, we had our first meeting with the publishers' representatives way back in July, several months before the old contract was due to expire.

Anner: Who sat on the other side of the bargaining table?

Rhoden: There was a spokesman for each of the newspapers . . . the Chicago Daily News, Tribune, Times, Sun, Herald-American, and Journal of Commerce. You see, these Publishers have their *own* organization—they call it the Chicago Newspaper Publishers Association.

Anner: Wait a minute, Mr. Rhoden. Aren't the Publishers in Chicago on opposite side of the fence on just about everything that comes along?

Rhoden: They have their *editorial* differences, of course, but they don't disagree on *everything*. When it comes to *labor* matters within their plants, they see eye eye to eye . . . they present a solid front . . . they're not six *individuals* but *one* collective body, and they call that body the Association.

Anner: The Association, then, acts as a sort of union for the publishers, is that it?

Rhoden: That's the way it is . . . and they have the tightest *closed shop* in the world.

Anner: Did you make any proposals in that first meeting with the Publishers?

Rhoden: We certainly did. When we sit down at the bargaining table, we always bring a carefully prepared list of proposals. The first time we got together, we asked for a closed shop contract—in writing—to go into effect no later than August 22, and to be good for one full year.

Anner: Was it okay for you to do that, Mr. Rhoden, even though the Taft-Hartley Act had already been passed?

Rhoden: Indeed it was. You see, the *union security* provisions of the new law didn't go into effect until August 22. We told the publishers back in July and early August that the signing of a closed shop agreement—such as we've had for nearly a hundred years—would be good for both sides. It would guarantee the same kind of stability in the publishing industry that we've always had. It would give us both a chance to watch the Taft-Hartley Law under test in the courts.

Anner: How did the publishers respond to your proposal?

Rhoden: They said they might sign the closed shop agreement, but at the same time they insisted on exploiting all the anti-union features in the Taft-Hartley Act.

Anner: I take it you couldn't agree to that, could you, Mr. Rhoden?

Rhoden: Of course not. Those are things our union eliminated many years ago . . . we didn't want these old abuses to creep back into the printing industry.

Anner: Well then, up to August 22 you and the publishers couldn't get together on a renewal of the old-type contract for one year?

Rhoden: Unfortunately not, Mr. McGivern. We did everything we could to convince them, but they wouldn't budge.

Anner: Did they put their counter-proposal in writing, as is customary in all negotiations?

Rhoden: Never. They insisted that we put every one of *our* proposals in writing, but they refused time and again to put *their* own plans on paper.

Anner: (Shocked) You mean to say you never got *anything* from them in writing?

Rhoden: Not a word! Not a single line of type. Not even a penciled note.

Anner: That's pretty surprising, considering how the newspapers have been telling us that the Publishers did everything normally expected of management to reach an agreement with you. All right. What was the next step then . . . after the August 22 deadline had been passed?

Rhoden: The next time we walked in to the conference room, we presented a second program, the one we call among ourselves "Conditions of Employment." This again was intended to protect the wages and work standards of our members, and at the same time give the Publishers the assurance they wanted that we'd have continued stability in the industry. We felt they could not possibly turn us down on that plan, because it left no chance for dispute about legality.

Anner: Well now, has this proposal been accepted by other newspaper publishers?

Rhoden: Yes, publishers in some 170 cities have accepted the plan and they are operating under it right now.

Anner: What did the Publishers do about your Conditions of Employment proposal?

Rhoden: They refused even to consider it, despite the fact that we offered the plan in writing, with every feature of it spelled out in detail, dotting the last "I" and crossing the last "T".

Anner: They wouldn't answer that one in writing, though, would they?

Rhoden: No, they still insisted that *we* put everything in writing, but all we got from *them* were vague gene-ali-

ties that meant nothing in terms of the living standards and working conditions of our members.

Anner: Did you have many bargaining meetings with the Publishers to talk over your Conditions of Employment plan?

Rhoden: Yes, we met with them a number of times. But we couldn't seem to get them to consider anything but their OWN proposal—they kept saying they wanted us to sign a one-year contract, and they refused to specify the *terms* of that contract.

Anner: Let's get this *contract* business straight. It's a bit confusing to me. Is there any law that says a union MUST sign a contract with employers?

Rhoden: Of course not. If there were, you may be sure lots of employers would be down in Washington howling to have it repealed right this moment. No, under the law, a bargain can be perfectly legal even though it's not put down on paper and signed. There are a number of newspapers in Chicago today—like the Drovers Journal, which do not sign, and never have signed, contracts with our union.

Anner: But you *are* willing to sign a contract with the publishers, aren't you?

Rhoden: Of course we are, and we pointed out to the publishers time and again that there's almost no limit to the kinds of contract that can be signed. We told them time and again that we were willing—even eager—to explore many different kinds of contract plans with them. But they always answered the way a broken record sounds—repeating the same thing over and over again—they wanted us to sign a contract—in advance without knowing what was in it.

Anner: All this must have taken quite a long time, didn't it?

Rhoden: Yes, and we got closer and closer to October 20, when our old contract was due to expire. So here, the publishers requested the Federal Conciliation Service to step in, and use its very fine and persuasive efforts to bring us together.

Anner: Did *they* help to break the deadlock, Mr. Rhoden?

Rhoden: No. The Publishers continued in their stubborn refusal to consider anything but their own contract proposal—and they still refused to put any counter-pro-

posal in writing. And here, by the way, even the Conciliator in the case was unable to get them to submit a proposal in writing.

Anner: I get the feeling here that the publishers didn't have much to say about *anything*.

Rhoden: That's just it. We decided that they had made a miraculous new discovery. . . . they'd found out how to reduce the English language to a single word—NO. (Spell) N-O. During the three meetings we had with the Federal Conciliator we brought forward our third proposal—the one we call Form P6A.

Anner: That sure has a legalistic sound to it.

Rhoden: There's nothing specially complicated about it. Y'see, in general, union contracts under the Taft-Hartley law are of two kinds. The first kind has a specific termination date—it may end after one year, or two years, or whatever other period of time is agreed upon by the negotiators. The second kind has no definite ending time called for. So far as this second kind is concerned, the Taft-Hartley Law approves it, but says it cannot be ended on less than 60 days notice. That's exactly what our Form P6A provides. The contract, which would be signed, might remain in effect for one, two, three, five—even more years than that. But either side—the union or management—would have the right to cancel it merely by sending a 60 day notice in writing to the other party.

Anner: How did the Publishers take to *that* idea?

Rhoden: They still thought the only word left in the language was NO.

Anner: This is getting a bit monotonous. Wasn't there any time in the whole five months of negotiations when you thought you might be getting somewhere?

Rhoden: Believe it or not, there was, Mr. McGivern. It came when we suggested that the publishers give our members an adequate wage increase and forget about everything else in writing. Forget about a contract, a statement on Conditions of Employment, everything. Merely agree verbally to continue all working conditions as we have had them in the past. We guaranteed that the union would NOT change a single custom or practice in our old working conditions. And we said that if the Publishers found anything in the Taft-Hartley act or any other law which they thought called for a change

in working conditions, we'd sit down with them around the conference table and seriously attempt to iron out the problem. The union, we said, would do everything consistent with the welfare of its members to reach a solution.

Anner: Well, what happened then?

Rhoden: The publishers representatives looked as though they liked the idea. They even smiled a little bit. They rushed out to the telephones to explain the proposal to their bosses—that is, to Colonel McCormick, Marshall Field, John Knight, and so on. But—

Anner: But what?

Rhoden: But they came back with faces a mile long, and repeated the same old word—NO.

Anner: Now, while all these meetings were being held and proposals made, I suppose you were in touch with the rank-and-file membership of Number 16, weren't you?

Rhoden: Oh, yes, we made regular reports at union meetings. Following the deadlock that seemed so hopeless in our meetings with the Federal Conciliators, our members took a vote to request that the International Union's Executive Council at Indianapolis join the negotiations.

Anner: And that brought your International President into town.

Rhoden: Yes, Woodruff Randolph, and three executive council members who came here to join the negotiations. When they arrived, the Publishers themselves came into the conference room, instead of their spokesmen—we sat down with Marshall Field, John Knight, Dick Finnegan, Mr. Antrim,—who is second in command to Colonel McCormick, and Mr. Bassett, who acts for William R. Hearst in Chicago.

Anner: That must have been quite a session!

Rhoden: It sure was. It lasted for a full week. Mr. Randolph explained that we—the union—already had four of our five major objectives, including no contract, the contract had expired a month before, even though they had made no concessions. But in order to win the fifth—an adequate wage increase—we'd have to have their consent, of course. They replied that if we wanted to get this wage increase we'd have to sign *their* contract, which in effect would threaten or destroy all our first four objectives.

Annor: In other words, if they were to give you a wage increase, they wanted first to write the contract in their own way.

Rhoden: That's right, and they refused to make ANY wage proposal until we'd accepted their union-busting plan.

Annor: I suppose that meant the same old deadlock. Didn't the Publishers have any kind of plan to stop this merry-go-round?

Rhoden: Well, that was the time the Publishers threw out their phony arbitration idea, which was just a publicity stunt. They said they'd like to call in the Chicago Federation of Labor as arbitrator. They knew, of course, that NO union body would put itself in the position of arbitrator in a labor dispute. The Federation *did* offer its services as Conciliator, but NOT as arbitrator, and the Publishers never made this distinction clear in their newspapers. But the Publishers suggested that the Federation arbitrate only one issue—whether a contract should be signed or not. ALL OTHER issues, including our Number One demand for a wage increase, would go to some *other* arbitration body—and of course, it might take months or even years before such an arbitration decision would be reached.

Annor: In the meantime, I suppose you'd be expected to keep right on working at the old wages?

Rhoden: Yes, and the Publishers set down their own unilateral condition that retroactive pay would go back for only 60 days—even though arbitration proceedings might take 600 days.

Annor: But what if the Federation HAD arbitrated the contract dispute and decided *against* a contract? What then?

Rhoden: That of course, proved how the Publishers had missed the bus. By offering to let the contract issue go to *arbitration*, they tipped their hand that the matter of contract was not a question of law, but a smokescreen to cover their rejection of our wage demands.

Annor: Still deadlocked! Was that the last of the negotiations?

Rhoden: One more step . . . the publishers made what they called their final offer, calling for a one-year contract with a very *limited* 60 days cancellation clause. In reply, we said if they would put their offer in complete, written

contract form, we'd give it very serious consideration. But as before, they refused to put anything in writing, or to make any specific wage-hour proposals.

Anner: That, then was your last meeting with the Publishers. What kind of action did that leave for your union?

Rhoden: Well, Mr. McGivern, after five long and wearisome months in which one union proposal after another was rejected, we felt we had only one thing left —our economic strength. That meant walk-out. Most people in Chicago know the rest of the story. As of tonight, we've been out 17 days, and we're tremendously grateful for the support we've been getting from other unions and the public. Every day we get more reports of people cancelling their subscriptions to Chicago newspapers for the duration of the strike. That seems to be the only way to persuade the Publishers that the English language contains more than the one word—NO.

Anner: Let's see if I have the whole thing straight now. First—last summer—you offered a renewal of the old closed shop contract for one year. That was rejected except on the publishers' own conditions. Then you offered the Conditions of Employment plan. That was rejected. Then you offered a contract form called P6A. That was rejected also. And the only proposal made by the Publishers was that you sign a contract in advance without knowing what was in it. Is that about right?

Rhoden: That puts it briefly and well. We, of course, don't like to be out on strike any more than any union does. But we feel that the single issue of a wage increase is so important that we must remain out until we win!

Anner: You've just heard Mr. Joe Rhoden, chairman of the Newspaper Scale Committee in Chicago Typographical Union Number 16, and the story of the printers strike. You may have more questions about the strike. If so, just write them down and send them in to Station WCFL, Furniture Mart, Chicago. We'll answer them on this program.

GENERAL COUNSEL'S EXHIBIT 20

Trade Unionists: 1600 Striking Printers Address You—

IT'S YOUR FIGHT, TOO!

If *Our* Union is Destroyed

Your Union Will be Next!

Taft-Hartley is out to get us. The money lords who wrote the bill designed it to weaken and eventually destroy the trade unions. The press lords did their part in putting over the bill and now seek to crush our 95-year-old union. Our strike against the major Chicago newspapers is a fight for survival.

On Nov. 24 our union voted by a secret ballot (2,330 to 61) to strike for higher wages without signing a contract that would jeopardize our hard-won gains of a century.

We made it plain that we would NOT work with non-unionists and would NOT handle scab work.

These rights are the foundation on which our union rests, and we have always jealously guarded them. The Taft-Hartley Act threatens these fundamental rights.

Our Offer Rejected

We DID offer to sign a contract with the publishers that would leave us free to withdraw our labor after 60 days should the publishers attempt to force us to violate these trade-union principles. *They refused.*

The publishers don't HAVE to hire incompetent non-unionists whom they never saw before. Nor do they have to take scab work. If they DO want to do such things, we don't have to sign a contract with them.

They Use Taft-Hartley

Our strike is the opening gun in the fight of all labor to defend itself against the vicious Taft-Hartley law. More unions will take up the fight as their contracts expire and they realize that under Taft-Hartley it is impossible to live as formerly.

Our fight is receiving wide support. We have backing from the American Federation of Labor, the Illinois State Federation of Labor, and the Chicago Federation of Labor. Many C.I.O. and independent unions have aided us.

Fellow Trade Unionists:

You too can help. By helping us you help yourselves. Pass resolutions in your unions supporting our strike.

Prepare now to elect congressmen in November who will repeal the Taft-Hartley law.

Listen to our radio broadcasts over WCFL (1000 k.c.).

Help us distribute our printed messages. And—

DON'T BUY STRUCK PAPERS

WCFL—"Meet the Union Printers"—Monday to Friday, 9:15 P.M., Saturday, 6:15 P.M.

TYPOGRAPHICAL UNION No. 16

130 N. Wells Street Chicago 6, Illinois STAte 2482

GENERAL COUNSEL'S EXHIBIT 21-A

Regular Meeting Sunday, Sept. 28, 1947, 1:00 P.M.
Midland Hotel (2nd Floor) 172 West Adams Street

REPORTER

The Official Monthly Organ of Chicago Typographical Union Number Sixteen

Forty-second year Chicago, September, 1947 Number 3

President's Report

Newspaper Scale. Since the last report, one meeting has been held with the Newspaper Publishers, that being on Wednesday, Sept. 4, 1947. Bulletin No. 5 contained a report of the meeting. On September 15, a communication was received from John F. O'Keefe, secretary of the Publishers' Association outlining their interpretation of the Union's position as well as their own. Following what may be termed a usual custom, the communication from the publishers contained some twisted versions of what actually took place during the past 5 meetings with them.

The last paragraph of the communication officially notified the Union that the publishers had called upon the Federal Conciliation and Mediation Service in an endeavor to work out a solution between the parties.

As a result of the publishers' request, a meeting has been arranged by Commissioner Murray of the Conciliation Service, which will be held Tuesday, September 23, 1947 in their offices, 332 South Michigan Avenue. The membership will be informed of the results of this meeting.

It is apparent the Chicago Newspaper Publishers are placing themselves in a position of fighting the present collective bargaining policy of the I.T.U., and it is also apparent the Union will resist attempts by them or other employers to disturb our traditional and historic fundamentals.

"Conditions of Employment" are the only means by which full protection of our rights can be maintained. Particulars of these conditions as finally determined by the Union will guarantee our individual freedom from the rapacious Taft-Hartley Law.

Polish Newspaper Scale. On Tuesday, September 16, 1947, your President and Vice-president met with repre-

sentatives of the Polish publishers. Something new was added. The publishers engaged the services of one Otto Jaburek, an attorney, to assist them in negotiations. Shades of Hollister!

This is the first time in the history of negotiations with the Polish publishers that an outside attorney has come into the picture. The Taft-Hartley Law is a lawyers' bonanza. We trust the Polish publishers will not long assist in this lawyers' bonanza to the detriment of our members employed on the Polish papers.

However, evidence of their first assistance, came in the form of a proposal, which was later changed to just a "suggestion" that our members accept the same wages as at present and all other present conditions, for a period of one year to be contained in a written contract. Your officers informed them there would not be a written contract and that our members would only work under "Conditions of Employment."

A meeting with members of the Polish chapels is being arranged this week to discuss the situation. In the meantime the 30-day notice as required by law has been forwarded to the Federal Conciliation and Mediation Service.

Sun-Times. Since the recommendation of the Executive Committee for dove-tailing the priority of members employed on the Sun and Times was presented to a Special Meeting of the Union August 31, 1947, a great deal of controversy has arisen concerning the matter. Circulars were distributed in the various chapels tending to cause some misinterpretations of the facts. The President deems it advisable to place the facts before the membership in order to clear the record.

On Wednesday, July 23, 1947 the President, by telephone declared the priority lists of the Times and News chapels frozen as of that date. This order was NOT issued at the request of any chapel or group of members. The President assumes the sole responsibility for that action.

In a letter addressed to each chapel confirming the freeze order, the President expressed several opinions relative to priority of members involved, when the contemplated change took place. These were *opinions* and not *decisions*. They were given in good faith and upon the basis of the information at hand, in accordance with precedents contained in decisions of the I.T.U. Executive Council.

The July meeting of the Union by unanimous vote concurred in the President's action freezing the priority lists.

Further action at the July meeting, also by unanimous vote, authorized members of the Daily News chapel to separate the priority lists into two lists, one to be known as the Daily News priority list and the other the Sun priority list. Members were permitted to make their choice within a two week period from date of July Union meeting. Later the Executive Committee at a special meeting extended the time at the request of chapel officers.

In the week *prior* to the regular meeting of the Executive Committee, Monday, August 25, 1947, the President by letter, dated August 21, notified chairmen of both Times and News chapels that the priority question would be placed before the Executive Committee for consideration on Monday, August 25, 1947.

The meeting of the Executive Committee on Monday, August 25, was well attended by members of the Times and News chapels. The chairman of each chapel was present. Full opportunity of expression was given all members who desired to speak on the subject.

After approximately two and one-half hours' discussion, the Executive Committee voted to pass the question to an adjourned meeting of the committee on Saturday, August 30 at 9:30 a.m., to afford the committee further opportunity to study the matter and hear such other discussion as it deemed necessary.

After the above action, the committee considered a request from members present, to call a special meeting of the Union to discuss such report and recommendation as the committee might submit *after* its Saturday session. In accordance with the committee's request, the President issued a call for a special meeting at 11 o'clock on the *same date* the regular monthly meeting of the Union was scheduled, August 31, 1947.

Many members of both chapels were present when the question of calling a special meeting was being discussed. yet NOT ONE member present raised objection to the proposal. The objection was raised the next day by some members of the Times chapel, when the President informed them the hall had been engaged for 11 o'clock and copy for notices of the special meeting had been sent to the printer.

The special meeting was characterized in some circulars as a rump meeting, also a sneak meeting. Those responsible for such references failed to state that the regular monthly meeting was also held on that day.

They also failed to mention that the special meeting was called *before* the Executive Committee had made its recommendation, which came 5 days *after* the action calling for a special meeting.

Further, Executive Committee reports and recommendations are always submitted to a regular or special meeting *following* its own meeting.

The Executive Committee met in adjourned session Saturday morning, August 30. After about three hours of further discussion on the question, participated in by members of both Times and News chapels, the committee recessed for lunch.

After lunch, the committee went into executive session. It considered suggestions offered by both chapels and individual members. The recommendation arrived by the committee was as follows:

"The Executive Committee unanimously recommends that the priority list of the Sun be dovetailed with the priority list of the Times in chronological order, no member on the priority list of the Sun to have priority dating earlier than December 4, 1941."

The Executive Committee's recommendation was concurred in by action of the Special meeting held Sunday, August 31, 1947. Discussion on the question consumed approximately three and one-half hours.

A special meeting of the Union was again called on Sunday Sept. 14 on petition of over 75 members. The petition requested the meeting to consider rescinding the action of the August 31 meeting. This special meeting by secret ballot vote again upheld the Executive Committee's recommendation.

Chronological dovetailing is accomplished by taking the dates of priority of members on two lists and placing them in one list in the following manner:

John Jones.....
Sam Brown.....
Walter Smith.....
Joe Cash.....
George White.....
Albert Ross.....

Dec. 4, 1941—Chapel No. 1
Dec. 5, 1941—Chapel No. 1
Dec. 6, 1941—Chapel No. 2
Dec. 7, 1941—Chapel No. 2
Dec. 15, 1941—Chapel No. 2
Jan. 2, 1942—Chapel No. 1

It should be noted that dovetailing of priority lists does NOT disturb dates of priority of any member. The action of the Union in concurring in the Executive Committee's recommendation provides for dovetailing of the Sun and Times list from December 4, 1941. 113 members on the Times list prior to December 4, 1941 are NOT involved in the dovetailing.

Priority questions as the results of mergers, consolidations or outright purchases always cause considerable controversy and this situation is no exception. Officers and committees of our Union are always subject to criticism for their actions and always should be. But as indicated in the opening paragraph some misreprsentations of the facts were circulated which this officer deemed necessary to straighten out.

Two appeals to the Executive Council of the I.T.U. have been filed against the action of the Union. An early decision by the Executive Council will be most helpful.

It is the sincere wish of the undersigned when the Sun is produced in its new location that no member suffer loss of situation or employment. We trust the new enterprise will be successful and prosperous.

Fraternally,
John J. Pilch, President.

GENERAL COUNSEL'S EXHIBIT 21-B,
PRESIDENT'S REPORT

NEWSPAPER SCALE. At this writing, the newspaper publishers have remained adamant in their opposition to the Union's bargaining policy. The last two meetings between representatives of the union and the publishers conducted by Commissioner Murray of the Federal Mediation and Conciliation Service have been rather fruitless to say the least. The publishers insist they will not negotiate or offer a proposal to the Union unless and until the Union agrees to a written contract or verbal agreement. Consequently, the Union's Committee has been denied the opportunity to discuss or negotiate wages, hours or working conditions and the present contract expires Tuesday, October 21, at midnight!

This report is being written and printed before information can be included on action of the Special Union Meeting held Sunday, October 19 on the Newspaper Scale. The membership will have acted upon "Conditions of Employment" at this meeting. Further information will be circulated after the meeting.

Newspapers, columnists and others have given many thousand free words apropos the ITU's bargaining policy. Most of them being used to criticise the ITU policy—little space has been given our true position. Members can only get the truth about ITU policy through its own bulletins. Read them, they contain the real facts.

JOB SCALE. The initial meeting between representatives of the Union and the Franklin Association was held Wednesday, October 15, 1947. The personnel of the employers' committee has been completely changed since the negotiations last year. The new committee at the first meeting being Fred Hamm, Blakely Printing Co.; Thomas McDavitt, American Medical Journal; Frederick Ryder, Frederick Ryder Co.; John Price, Commercial Typographers (the last two being temporary); Cyrus MacKinnon, General Manager of the Franklin Association, and his assistant, Arthur Van Kirk.

Your committee stated the Union's position with regard to its new bargaining policy. Further meetings will be scheduled after the employers have had an opportunity to analyze the Union's position. In the interim, the committee will draft suggestions for "Conditions of Employ-

ment." Members will have an opportunity to express their desires in this regard at a meeting scheduled for that purpose.

SUN AND TIMES. Criticism of the president's report on the priority question contained in the September Reporter has been given extensive circulation among members by a committee purporting to represent the Times chapel. The president again states he does not object to criticism, but certainly and emphatically objects to attempts by this committee to deliberately distort the facts. The president's report was based upon facts taken from official documents of the Union.

Common decency would ordinarily be used by circulators of literature among members, yet the members responsible for this garbled version of the priority question did not even attach their names to the document. Why?

Following is the content of a circular authorized by action of the Sun-Times chapel, which is self-explanatory:

GENERAL COUNSEL'S EXHIBIT 22

The Journal-Tribune Publishing Company, an Iowa Corporation with principal headquarters and plant located at 425 Douglas Street, Sioux City, Iowa, does the following amounts and percentages of business with people and firms outside the state of Iowa:

1. AREA AND VOLUME OF CIRCULATION
84,000 Daily Circulation
68,000 Sunday.
50 Counties
Iowa— 6
Minnesota— 13
Nebraska— 14
South Dakota—
Intrastate—69% Daily
71% Sunday
Interstate—31% Daily
29% Sunday
2. NEWSPRINT FROM CANADA
Tons—4,973 Dollars—$439,329.56
3. INK—$5,553.51
4. TYPEMETAL—$1,743.65
5. MATS—No. 19,365—$3,388.87
Advertising Mats and Service—$3,223.27
6. ADVERTISING TOTAL
% General (National) 20% in $ 19% in Space
% Other 80% in $ 81% in Space
7. LIST OF PRESS ASSOCIATIONS
A. P. $34,431.56
8. LIST OF FEATURES
Features—$38,268.08 Comics—$56,390.41
James Thrasher
Drew Pearson
George Sokolsky
Dr. Jordan
Sue Barnett Fashions
J. M. Roberts
Ruth Millet
Jack Hand
Gallop Poll
Jimmie Fidler
Uncle Ray's Corner
Thomas L. Stokes

Dr. Brady
Henry M'Lemore
Jerry Liska
Erskine Johnson
Portraits
Paul Gallico
Eat Well For Less
Herb Block
Doris Fleeson
Peter Edson
COMICS
Donald Duck
Mary Worth
Chief Wahoo
Dick Tracy
Joe Palooka
Gasoline Alley
Orphan Annie
Blondie
Carnival
Funny Business
The Neighbors
Freckles
Gump
Lil Abner
Steve Canyon
Priscilla's Pop
Out Our Way
Major Hoople
Dixie Dugan
Vic. Flint
Boots
Moon Mullins
They'll Do It Everytime
Side Glances
Harold Teen
Henr
Right Around Home
Terry
Capt. Easy
Alley Oop
Red Rider
Etta Ketts
Hi Neighbor

GENERAL COUNSEL'S EXHIBIT 23

CONTRACT AND SCALE OF PRICES

Between

SIOUX CITY TYPOGRAPHICAL UNION NO. 180

and

THE JOURNAL-TRIBUNE PUBLISHING COMPANY

Effective 1-1-47 to 12-31-47

INDEX

Page 1. Term of Contract
Coverage of Union Law.
Continuation of Work
Page 2. Joint Standing Committee
Work Week Hours
Page 3. Newspaper Scale
Vacation
Holidays
Page 4. Working Conditions
Overtime
Page 5. Lunch period
Call Back
Full Shift Employment
Reproduction
Struck Work
Page 6. Superannuated
Sanitary Regulations
Week's Work
Machinist Employed
Apprentice Agreement
Apprentice Scale
Page 7. Ratio
Qualifications
Apprentice Membership
Working Card
Page 8. Opportunity to Learn
Protection
Lessons in Printing
Machine Instruction
Advancement Examination
Page 9. Overtime
Report of Progress
Local Union May Refuse
Must Not Leave Employer
Page 10. Signatures
I. T. U. Approval

THIS AGREEMENT, made and entered into as of the 1st day of January, 1947, by and between the Journal-Tribune Publishing Company, through its authorized representatives, the party of the first part, and the subordinate union of the International Typographical Union of Sioux City, Iowa, known as Typographical Union No. 180, by a committee duly authorized to act in its behalf, party of the second part.

WITNESSETH, that from and after January 1, 1947, and for a term ending December 31, 1947, and for such reasonable time thereafter (not exceeding thirty days), as may be required for the negotiation of a new Agreement.

2.

COVERAGE OF UNION LAW

The establishment represented by the said party of the first part binds itself to the employment in its composing room, and the departments thereof, of mechanics and workmen who are members in good standing of Typographical Union No. 180 and agrees to respect and observe the conditions imposed by the constitution, by-laws and scale of prices of the aforesaid organization and the laws of the International Typographical Union, copies of which are hereunto attached and made a part of this Agreement.

And it is further agreed that aforesaid constitution and by-laws may be amended by said party of the second part without the consent of the party of the first part: provided, however, that any changes which conflict with the terms of this contract or affect wages, hours, or working conditions shall not become operative during the life of this instrument except by mutual consent of both parties signatory hereto.

3.

CONTINUATION OF WORK

It is further agreed that in the event of a difference arising between employer and the local union at the expiration of this contract or any opening date, all work shall continue without interruption, pending proceedings looking to conciliation or arbitration, and the wages, hours and working conditions prevailing at the time the difference arises shall be preserved unchanged until final decision of the matter at issue shall be reached; and it

is agreed that any wage adjustment reached through conciliation or arbitration shall be automatically retroactive to the expiration of the preceding contract. In case of arbitration of a succeeding agreement it shall be under a code of procedure mutually agreeable to the parties hereto. I. T. U. laws shall not be subject to arbitration.

4.

JOINT STANDING COMMITTEE

A standing committee of two representatives of the party of the first part, and a like committee of two representatives of the party of the second part, shall be appointed; the committee representing the party of the second part shall be selected by the Union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may arise as to the scale of prices hereto attached, the construction to be placed upon any clause of this Agreement, or alleged violation thereof, which cannot be settled otherwise and such joint committee shall meet when any question or difference shall have been referred to it for decision by the executive officers of either party of this Agreement. Should the joint committee be unable to agree, then it shall refer the matter to a Board of Arbitration, the representatives of each party to this Agreement to select two arbiters and the four to agree upon a fifth. The decision of this Board shall be final and binding upon both parties. Provided, that local union laws not affecting wages, hours, or working conditions and the laws of the International Typographical Union shall not be subject to arbitration.

5.

WORK WEEK HOURS

A week's work shall consist of forty hours. A day's or night's work shall consist of eight hours. Provided, in case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived. All time in excess of the established work day is overtime and shall be paid for at the rate of time and one-half, based on the hourly wage paid.

Day work shall be between the hours of 7:00 A. M. and 6:00 P. M.

Night work shall be between the hours of 6:00 P. M. and 7:00 A. M..

When it is necessary to work split shifts, running from day into night hours, or vice versa, said shift shall be paid for at the night rates.

6.

NEWSPAPER SCALE

From January 1, 1947 to December 31, 1947 unless otherwise specified in this scale, all Journeymen (Machine operators, floormen, ad men, proofreaders) shall receive not less than One Dollar and Sixty cents ($1.60) per hour for day work and not less than One Dollar Seventy-one and one-fourth cents ($1.74¼) per hour for night work.

Machinist shall receive not less than five cents (5c) per hour above the Journeyman scale.

Foreman in newspaper offices shall receive not less than $3.00 per week above the scale for Journeymen.

7.

VACATIONS

Each employee covered by this contract will be entitled to two week's vacation on pay after he has accumulated 2,000 working hours of employment. Employees having accumulated 1,000 hours shall be entitled to one week's vacation. Vacations are to be assigned by the foreman, seniority rights to be taken into account in making up the schedule. The designated vacation period shall be from June 15 to September 15, but vacations may be taken outside this period on request of the employee with the consent of the foreman.

8.

HOLIDAYS

Whenever it becomes necessary to work on holidays the shift shall be limited to five hours; compensation shall be equivalent to one day's pay at the prevailing wage. For the purpose of this section holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's Day. Employees regularly employed on a holiday shall receive a full day's pay in the event the plant does not operate.

9.

WORKING CONDITIONS

Foremen of printing offices have the right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules which must be conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical union laws, (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be a decrease in the force, the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in filling of the vacancy. This section shall be applied to incoming as well as outgoing foremen. For the purpose of setting up an orderly procedure in the composing rooms involved in this contract, priority shall be determined by the employer's payroll—those who appear oldest in service shall be deemed to have greatest priority.

(a) From the decision of the local union appeal may be made by either party to the executive council of the International union and a convention as provided by I.T.U. laws.

(b) In event of layoff to reduce the force of men employed on ad composition those with least priority in the office, day or night, shall be laid off first.

10.

OVERTIME

All time worked before or in excess of the regular hours established for the week's work shall be paid for at the overtime rate, which shall be price and one-half based on the hourly wage paid.

11.

LUNCH PERIOD

A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for the day's or night's work. No employee shall be required to work more than four and one-half consecutive hours without recess for lunch, nor shall any employee be required to take his lunch period until after three hours have been worked.

12.

CALL BACK

Employees called back after having left the office shall be paid $1.00 for such call back and overtime rates for all time worked.

13.

FULL SHIFT EMPLOYMENT

In newspaper offices a party to this agreement, no member when employed shall be paid for less than a full shift except when discharged for cause or when excused at the member's own request.

14.

REPRODUCTION

Free interchange, borrowing or lending of matter in the form of type, matrices, plates and cuts shall be allowed without reproduction between the Journal and the Journal-Tribune, but there shall be no interchange of matter by either of the above papers with any other newspapers or shopping news or other trade paper not owned by the Journal-Tribune Publishing Company. And there shall be no interchange of matter without reproduction between the above newspapers and any job shop or vice versa. Reproductions shall be reset within fifteen (15) days after publication. Reproductions shall in no case apply to national advertisers who send in mats or plates from other cities, nor shall it apply to syndicate matter nor to supplements or magazine and comic sections.

15.

STRUCK WORK

The union reserves to its members the right to refuse to execute all work received from or destined for struck printing offices, unfair employers or publications.

16.

SUPERANNUATED

A superannuated member may be permitted work at a rate mutually agreed upon; provided, that no superannuated member will be allowed to work in any office where there are no journeymen besides the employer employed. To be classed superannuated, the member must have the consent of the union.

17.

SANITARY REGULATIONS

The party of the first part agrees to furnish a clean healthful, sufficiently ventilated, properly heated place for the performance of all work of the composing room, or in rooms adjacent thereto, from which dust, gases, or other impurities are produced, or generated, shall be equipped in such manner as to protect the health of the employees.

18.

WEEK'S WORK

No employee covered by this scale shall be required to hold a situation of more than five days or nights or a combination of days and nights equivalent to five in one financial week. When an employee is required to work on regular off-day or off-night or the sixth or seventh shift in any financial week, he shall be paid overtime for such work.

19.

MACHINIST EMPLOYED

A machinist shall be employed where six or more machines are in operation simultaneously and shall be employed by the office.

APPRENTICE AGREEMENT

20.

APPRENTICE SCALE

First year	40% of scale	Fourth year	60% of scale
Second year	45% of scale	Fifth year	70% of scale
Third year	50% of scale	Sixth year	80% of scale

21.

RATIO

Apprentices may be employed in the ratio of one to every seven journeymen employed until four apprentices have been employed and then the ratio shall be one to every ten journeymen. Provided further, that no office shall be entitled to an apprentice unless at least two journeymen aside from the proprietor shall be regularly employed in the composing room.

22.

QUALIFICATIONS

Before entering the trade as an apprentice, applicants shall be first approved by the local union, must pass a technical examination given by the union's apprentice committee, and undergo a physical examination by a qualified medical examiner approved by the local union.

Apprentices shall not be less than sixteen years of age at the time of beginning their apprenticeship. They shall be registered by the secretary of the local Typographical union and they shall serve an apprenticeship of six years before being admitted to journeymen membership in the union.

23.

APPRENTICE MEMBERSHIP

At the end of the first year, if apprentices prove competent, they must be admitted as apprentice members of the union, at which time they will be registered with the secretary-treasurer of the International Typographical Union, who will assign to each junior member a register number.

24.

WORKING CARD

Starting with the second year, apprentices are entitled to and must be in possession of an apprentice working card, endorsed by the secretary of the local Typographical union. Cards for the succeeding years cannot be granted

until apprentices have passed examinations showing that their workmanship entitles them to promotion.

25.

OPPORTUNITY TO LEARN

The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different processes by allowing them to work in all departments of the composing room. When apprentices show proficiency in one branch they must be advanced to other classes of work.

Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

26.

PROTECTION

Registered apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

27.

LESSONS IN PRINTING

Beginning with the second year, apprentices shall be enrolled in and complete the I.T.U. Course of Lessons in Printing before being admitted as journeymen members of the union. They shall pay to the secretary-treasurer of Sioux City Typographical Union No. 180 the sum of $1.00 per week until the full tuition is paid. Apprentices are required to make reports quarterly to the local apprentice committee showing the degree of proficiency they have attained through technical study.

28.

MACHINE INSTRUCTION

Arrangements should be made to have apprentices in the sixth year instructed on any and all typesetting devices in use in the offices where they are employed.

29.

ADVANCEMENT EXAMINATION

Apprentices shall undergo regular yearly examinations before the local committee of apprentices. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his representatives has the right to be present and take part in any and all examinations.

30.

OVERTIME

No apprentice shall be employed in overtime work unless the number of journeymen employed on overtime on the same shift equals the ratio prescribed in Section 21. At no time shall an apprentice have charge of a department.

31.

REPORT OF PROGRESS

Chairman or offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this contract—whether apprentices are being held back or if they are advanced in different processes of the trade, and where apprentices are negligent or incapable of becoming workmen it must be set forth in the report.

32.

LOCAL UNION MAY REFUSE

The local union reserves the right to refuse to register apprentices in any office that has not the necessary equipment to afford instruction being given in the different branches of work agreed upon.

33.

MUST NOT LEAVE EMPLOYER

No apprentice shall leave one office and enter into the service of another employer without the written consent of his first employer and the president of the union.

In Witness Whereof, we have hereunto set our hands and seal this 11th day of February, 1947.

Party of the First Part — Party of the Second Part

W. R. Perkins — Merle Cox

Mearle Morrison

This Agreement is approved as being in compliance with the laws of the International Typographical Union and the undersigned, on behalf of the Executive council of the International Typographical Union, hereby pledges its full authority to the fulfillment thereof.

In Witness Whereof, I have hereunto set my hand and seal this day of February 6, 1947.

Woodruff Randolph

GENERAL COUNSEL'S EXHIBIT 24

Sergeant Bluff, Iowa
Oct. 30, 1947.

Mr. W. R. Perkins,
Journal-Tribune Publishing Co.,
Sioux City, Iowa.

Dear Mr. Perkins:

This is to serve you with 60-day notice of termination of the contract heretofore in effect between your company and Sioux City Typographical Union No. 180, a subordinate union of the International Typographical Union.

To the extent required by Section 8 (b) 3 of the LMRA this is to offer to meet and confer for the purpose of "Negotiating" conditions of employment but reserving all rights provided by said LMRA, Section 8 (d), that such obligation does not compel this union to agree to a proposal or require the making of a concession.

Please inform me when it will be convenient for you to meet with our scale committee.

Respectfully yours,
Mearle M. Morrison, Pres.
Sioux City Typographical Union No. 180
Route No. 1,
Sergeant Bluff, Iowa

GENERAL COUNSEL'S EXHIBIT 24-A

Submitted to I.T.U. at Meeting Wednesday, November 12, 1947.

EXTENSION OF CONTRACT

Renew expiring contract for one year from January 1, 1948 to December 31, 1948 with following changes:

1. Wages.
2. 60 day opening clause.
3. In the event that any provision of this agreement shall become inoperative by reason of any federal or state law or regulation, it shall be superseded by such law or regulation only while such law or regulation is in force, and the remaining provisions of the agreement shall not be affected thereby during the term of this agreement.

GENERAL COUNSEL'S EXHIBIT 24-B

Submitted by Office to the Sioux City Typographical Union # 180 at Meeting 2 December, 1947.

MEMORANDUM

This Memorandum, made and entered into as of the 1st day of January, 1948, by and between the Journal-Tribune Publishing Company, through its authorized representatives, the party of the first part, and the Sioux City Typographical Union No. 180, by a committee duly authorized to act in its behalf and on behalf of the employees in said unit, party of the second part.

2.

COVERAGE

It is understood and agreed that all shop policies which are now in effect through custom which do not conflict with any State or Federal law, shall remain in full force and effect in the same manner as though provisions covering said policies were incorporated in this Memorandum.

3.

CONTINUATION OF WORK

It is further agreed that in the event of a difference over the operation or interpretation of this Memorandum arising between employer and the local union, all work shall continue without interruption, pending conciliation or arbitration, and the wages, hours and working conditions prevailing at the time the difference arises shall be preserved unchanged until final decision of the matter at issue shall be reached. In case of arbitration of a succeeding agreement it shall be under a code of procedure mutually agreeable to the parties hereto, and it is agreed that any wage adjustment reached through conciliation or arbitration shall be automatically retroactive to the expiration of the preceding agreement. Both parties agree that there shall be no strikes or lockouts during the term of this Memorandum or pending negotiations for any renewal thereof.

4.

JOINT STANDING COMMITTEE

A standing committee of two representatives of the party of the second part, shall be appointed; the commit-

tee representing the party of the second part shall be selected by the Union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of this Memorandum, or alleged violation thereof, which cannot be settled otherwise and such joint committee shall meet when any question or difference shall have been referred to it for decision by the executive officers of either party. Should the joint committee be unable to agree, then it shall refer the matter to a Board of Arbitration, the representatives of each party to select the two arbiters and the four to agree upon a fifth. The decision of this Board shall be final and binding upon both parties.

5.

WORK WEEK HOURS

A week's work shall consist of forty hours. A day's or night's work shall consist of eight hours. Provided, in case of foremen performing executive or clerical work exclusively and in extreme emergencies such as fire, flood, or disaster, overtime may be waived. All time in excess of the established work day is overtime and shall be paid for at the rate of time and one-half, based on the hourly wage paid.

Day work shall be between the hours of 7:00 A.M. and 6:00 P.M.

Night work shall be between the hours of 6:00 P.M. and 7:00 A.M.

When it is necessary to work split shifts, running from day into night hours, or vice versa, said shift shall be paid for at the night rates.

6.

NEWSPAPER SCALE

From January 1, 1948 to December 31, 1948 unless otherwise specified in this scale, all Journeymen, (Machine operators, floormen, ad men, proofreaders) shall receive not less than $..... per hour for day work and not less than $..... per hour for night work.

Machinist shall receive not less than five cents (5c) per hour above the Journeyman scale.

Foreman in newspaper offices shall receive not less than $3.00 per week above the scale for Journeymen.

7.

VACATIONS

Each employee covered by this Memorandum will be entitled to two week's vacation on pay after he has accumulated 2,000 working hours of employment. Employees having accumulated 1,000 hours shall be entitled to one week's vacation. Vacations are to be assigned by the foreman, seniority rights to be taken into account in making up the schedule. The designated vacation period shall be from June 15 to September 15, but vacations may be taken outside this period on request of the employee with the consent of the foremen.

8.

HOLIDAYS

Whenever it becomes necessary to work on holidays the shift shall be limited to five hours; compensation shall be equivalent to one day's pay at the prevailing wage. For the purpose of this section holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.

9.

WORKING CONDITIONS

Foremen of printing offices have the right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules which must be conspicuously posted; and which shall in no way abridge the civil rights of employees; (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be a decrease in the force, the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in filling of the vacancy. This section shall be applied to incoming as well as outgoing foremen. For the purpose of setting up an orderly procedure in the composing rooms involved in this Memorandum,

priority shall be determined by the employer's payroll—those who appear oldest in service shall be deemed to have greatest priority.

(a) In event of layoff to reduce the force of men employed on ad composition those with least priority in the office, day or night, shall be laid off first.

10.

OVERTIME

All time worked before or in excess of the regular hours established for the week's work shall be paid for at the overtime rate, which shall be price and one-half based on the hourly wage.

11.

LUNCH PERIOD

Lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for the day's or night's work. No employee shall be required to work more than four and one-half consecutive hours without recess for lunch, nor shall any employee be required to take his lunch period until after three hours have been worked.

12.

CALL BACK

Employees called back after having left the office shall be paid $1.00 for such call back and overtime rates for all time worked.

13.

FULL SHIFT EMPLOYMENT

In newspaper offices a party to this Memorandum; no member when employed shall be paid for less than a full shift except when discharged for cause or when excused at the member's own request.

14.

SUPERANNUATED

A superannuated member may be permitted work at a rate mutually agreed upon; provided, that no superannuated member will be allowed to work in any office where there are no journeymen besides the employer employed. To be classed superannuated, the member must have the consent of the union.

15.

SANITARY REGULATIONS

The party of the first part agrees to furnish a clean, healthful, sufficiently ventilated, properly heated place for the performance of all work of the composing room, or in rooms adjacent thereto, from which dust, gases, or other impurities are produced, or generated, shall be equipped in such manner as to protect the health of the employees.

16.

WEEK'S WORK

No employee covered by this scale shall be required to hold a situation of more than five days or nights or a combination of days and nights equivalent to five in one financial week. When an employee is required to work on a regular off-day or off-night or the sixth or seventh shift in any financial week, he shall be paid overtime for such work.

17.

MACHINIST EMPLOYED

A machinist shall be employed where six or more machines are in operation simultaneously and shall be employed by the office.

APPRENTICE AGREEMENT

18.

APPRENTICE SCALE

First year	40% of Scale	Fourth Year	60% of scale
Second Year	45% of Scale	Fifth Year	70% of scale
Third year	50% of Scale	Sixth Year	80% of scale

Apprentices may be employed in the ratio of one to every seven journeymen employed until four apprentices have been employed and then the ratio shall be one to every ten journeymen. Provided further, that no office shall be entitled to an apprentice unless at least two journeymen aside from the proprietor shall be regularly employed in the composing room.

All sections in the 1947 agreement, not in conflict with Federal and State laws, relating to the employment of apprentices shall be observed.

19.

This Memorandum is for the term of one year from January 1, 1948, and shall be automatically extended for successive yearly terms unless either party hereto wishes to propose an amendment to this agreement or a new agreement to take the place of this one upon its expiration date, and shall notify the other party in writing of its wishes sixty (60) days prior to December 31, 1948 and accompany the notice with statement in detail of changes desired.

Accepted....., 19...../

Witnesses:

For the Committee: For the Publisher:

GENERAL COUNSEL'S EXHIBIT 24-C

PROPOSAL SUBMITTED BY PRINTERS' UNION TO PUBLISHERS OF THE JOURNAL AND THE JOURNAL-TRIBUNE SIOUX CITY, IOWA

December 2, 1948

Section 1. Eight hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. Eight hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A.M. and 6 P.M. Night work shall be between 6:00 P.M. 7 A.M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vise versa said shift shall be paid at night rate.

Section 5. Journeymen shall receive not less than..... per week for day work and not less than $.....per week for night work.

Section 6. A machinist shall be employed where 6 or more machines are in operation. Machinist shall receive not less than $.....per week for day work and not less than $..... per week for night work.

Section 7. Apprentices may work in the ratio of one to every seven journeymen situations until four apprentices are working, then the ratio shall be one to every ten journeymen.

Section 8. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

First Year	40%	Fourth Year	60%
Second Year	45%	Fifth Year	70%
Third Year	50%	Sixth Year	80%

Section 9. Members working before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must receive the overtime rate, which shall not be less than price and one-half based on the hourly wage paid.

Section 10. *Holidays.* Whenever it becomes necessary to work on holidays the shift shall be limited to

five hours; compesation shall be equivalent to one day's pay at the prevailing wage. For the purpose of this section holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's Day. Employees regularly employed on a holiday shall receive a full day's pay in the event the plant does not operate.

Section 11. *Vacations.* Each employee covered by this contract will be entitled to two week's vacation on pay after he has accumulated 2,000 working hours of employment. Employees having accumulated 1,000 hours shall be entitled to one week's vacation. Vacations are to be assigned by the foreman, seniority rights to be taken into account in making up the schedule. The designated vacation period shall be from June 15 to September 15, but may be taken outside this period on request of the employee with the consent of the foreman.

Section 12. *Group Insurance.* The employer and employee shall each pay part of the cost of established group insurance.

GENERAL COUNSEL'S EXHIBIT 24-D

1948

SCALE OF WAGES AND WORKING CONDITIONS
BETWEEN
THE JOURNAL-TRIBUNE PUBLISHING CO.
AND
THE SIOUX CITY TYPOGRAPHICAL UNION NO. 180

Section 1. Eight hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. Eight hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A.M. and 6 P.M. Night work shall be between 6 P.M. and 7 A.M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vise versa said shift shall be paid at night rate.

Section 5. Journeymen shall receive not less than $..... per hour for day work and not less than $..... per hour for night work.

Section 6. A machinist shall be employed where 6 or more machines are in operation. Machinist shall receive not less than five cents per hour above journeyman scale for day work and not less than five cents per hour above journeyman scale for night work.

Section 7. Apprentices may work in the ratio of one to every seven journeymen situations until four apprentices are working, then the ratio shall be one to every ten journeymen.

Section 8. The minimum scale for apprentices shall be in proprotion to the journeyman's scale for day or night work as follows;

First year	40%	Fourth year	60%
Second year	45%	Fifth year	70%
Third year	50%	Sixth year	80%

Section 9. Members working before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must receive the overtime rate, which shall be not less than price and one-half based on the hourly wage.

Section 10. *Holidays.* Whenever it becomes necessary to work on holidays the shift shall be limited to five hours; compensation shall be equivalent to one day's pay at the prevailing wage. For the purpose of this section holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Section 11. *Vacations.* Each employee covered by this memorandum will be entitled to two week's vacation on pay after he has accumulated 2,000 working hours of employment. Employees having accumulated 1,000 hours shall be entitled to one week's vacation. Vacations are to be assigned by the foreman, seniority rights to be taken into account in making up the schedule. The designated vacation period shall be from June 15 to September 15, but may be taken outside this period on request of the employee with the consent of the foreman.

Section 12. A standing committee of two representatives of the party of the first part, and a like committee of two representatives of the party of the second part, shall be appointed; the committee representing the party of the second part shall be selected by the Union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may arise which cannot be settled otherwise and such joint committee shall meet when any question or difference shall have been referred to it for decision by the executive officers of either party. Should the joint committee be unable to agree, then it shall refer the matter to a Board of Arbitration, the representatives of each party to select two arbiters and the four to agree upon a fifth. The decision of this Board shall be final and binding upon both parties.

Section 13. This memorandum is for a period of one year from January 1, 1948 to December 31, 1948.

Date..... 194.....

Initials:

GENERAL COUNSEL'S EXHIBIT 24-E

(Presented by Printers 30 Dec. 1947. Was accepted, after deleting parts scratched, Dec. 30, 1947, but repudiated by Union at meeting 2 January, 1948)

MEMORANDUM COVERING CONDITIONS OF EMPLOYMENT OF MEMBERS OF SIOUX CITY TYPOGRAPHICAL UNION NO. 180 by THE SIOUX CITY JOURNAL-TRIBUNE PUBLISHING CO.

Section 1. Eight hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. Eight hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A.M. and 6 P.M. Night work shall be between 6 P.M. and 7 A. M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa said shift shall be paid at night rate.

Section 5. Journeymen shall receive not less than $84.00 per week for day work and not less than $92.40 per week for night work.

Section 6. A machinist shall be employed where 6 or more machines are in operation. Machinist shall receive not less than $86.00 per week for day work and not less than $94.40 per week for night work.

Section 7. Apprentices may work in the ratio of one to every seven journeymen situations until four apprentices are working, then the ratio shall be one to every ten journeymen.

Section 8. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

First year	40%	Fourth year	60%
Second year	45%	Fifth year	70%
Third year	50%	Sixth year	80%

Section 9. *Overtime.* Members required to work in excess of the unit of hours established as a regular shift must receive the overtime rate

for all such excess time. The overtime rate shall be not less than one and one-half times the regular rate, based upon the hourly wage paid. Not less than time and one-half shall be paid for any shift worked in excess of five within a financial week. When a member is required to work on a regular off-day or off-night not less than the overtime rate shall be paid for such work performed.

Section 10. *Holidays.* Whenever it becomes necessary to work on holidays the shift shall be limited to five hours; compensation shall be equivalent to one day's pay at the prevailing wage. For the purpose of this section holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day. Employees regularly employed on a holiday shall receive a full day's pay in the event the plant does not operate.

Section 11. *Vacations.* Each employee covered by this memorandum will be entitled to two week's vacation on pay after he has accumulated 2,000 working hours of employment. Employees having accumulated 1,000 hours hours shall be entitled to one week's vacation. Vacations are to be assigned by the foreman, seniority rights to be taken into account in making up the schedule. The designated vacation period shall be from June 15 to September 15, but may be taken outside this period on request of the employee with the consent of the foreman.

Section 14. This memorandum is for a period of one year from January 1, 1948 to December 31, 1948; Provided, that either party to this agreement may upon sixty days written notice to the other party cancel and terminate this memorandum of agreement.

Union Employer

....

President

....

Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 24-F

Printers 1 January 1948 to 31 December 1948
CONDITIONS OF EMPLOYMENT

This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

Sioux City Typographical Union No 180 hereby and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which members of Sioux City, Iowa Union No. 180 shall work, as stated in the schedule and provisions herein, on and after January 1st, 1948, and until satisfactory contract relationship shall have been established but subject to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

No local union officer, chapel chairman, or other member of the union shall be authorized to act as an "agent" of the union for any purpose or act prohibited by state or federal laws. The union in promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout.

SCHEDULES AND PROVISIONS

Section 1. 8 hours shall constitute a days work; five days shall constitute a week's work.

Section 2. 8 hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A.M. and 6 P.M. Night work shall be between 6 P.M. and 7 A. M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of 8 hours and shall be paid for at $2.0125 per hour.

Section 5. All shifts starting after 6 P. M. shall consist of 8 hours. Journeymen working such shifts shall receive the night rate.

Section 6. Journeymen shall receive not less than $1.875 per hour for day work and not less than $2.0125 per hour for night work.

Section 7. A machinist shall be employed where six or more machines are in operation. Machinist shall receive not less than $1,925 per hour for day work and not less than $2.0625 per hour for night work.

Section 8. Apprentices may work in the ratio of one to every seven journeymen situations until four apprentices are working, then the ratio shall be one to every ten journeymen.

Section 9. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

(The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the Fair Labor Standards Act.)

First year	40%	Fourth year	60%
Second year	45%	Fifth year	70%
Third year	50%	Sixth year	80%

Section 10. Members working before or in excess of the regular hours established for the day's or

night's work or at the end of a week's work must receive the overtime rate, which shall be not less than price and one-half based on the hourly wage paid.

Section 11. *Holidays.* Whenever is becomes necessary to work on holidays the shift shall be limited to five hours; compensation shall be equivalent to one day's pay at the prevailing wage. For the purpose of this section holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's Day. Employees regularly employed on a holiday shall receive a full day's pay in the event the plant does not operate.

Section 12. *Vacations.* Each employee covered by this memorandum will be entitled to two week's vacation on pay after he has accumulated 2,000 working hours of employment. Employees having accumulated 1,000 hours shall be entitled to one week's vacation. Vacations are to be assigned by the foreman, seniority rights to be taken into account in making up the schedule. The designated vacation period shall be from June 15 to September 15, but may be taken outside this period on request of the employee with the consent of the foreman.

Section 13. *Overtime.* Members required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall be not less than one and one-half times the regular rate, based upon the hourly wage paid. Not less than time and one-half shall be paid for any shift worked in excess of five within a financial week. When a member is required to work on a regular off-day or off-night not less than the overtime rate shall be paid for such work performed.

Section 14. The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work

when they consider themselves unable or unwilling to perform the duties imposed by the office.

Section 15. All differences which may arise regarding rights or obligations of members as to their employment or any matter in relation thereto in any composing room will be settled and determined by the chapel, subject to appeal to Sioux City Typographical Union No. 180.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15 day of January, 1948.

SIOUX CITY TYPOGRAPHICAL UNION NO. 180

(Sgnd.) Mearle Morrison President

W. S. Abbey, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 25

CONTRACT
BETWEEN SIOUX CITY MAILERS UNION NO. 97
and
THE JOURNAL-TRIBUNE PUBLISHING COMPANY

This contract made and entered into this *9th* day of *November*, 1946 by and between the JOURNAL-TRIBUNE PUBLISHING COMPANY, Publishers of The Sioux City Journal, The Sioux Sunday Journal and the Sioux Journal Tribune, hereinafter known as party of the first part, and SIOUX CITY MAILING UNION No. 97, a subordinate of the International Typographical Union, hereinafter known as party of the second part, is to the following force and effect:

WITNESSETH: In consideration of the mutual promises herein contained, it is hereby mutually agreed and contracted, as follows:

SECTION 1

JURISDICTION

All work pertaining to mailing such as addressing, tagging, stamping, or wrapping, preparing lists of wrappers, routing, stacking, distributing, inserting, counting, tying, conveyor and escalator work, carrying papers, maintenance of mailing machinery, handling of bundles and mail sacks of and for newspapers in connection with the operation of the mail room, proving and correcting stencil lists and proofs, posting of orders on stencil proofs, whether done by hand or power machines, is part of the mailing craft and no persons except members and apprentices of the Union shall be allowed to perform such work.

SECTION 2—FOREMEN JURISDICTION

FOREMEN of the Mailing Department shall be members of the SIOUX CITY MAILERS UNION No. 97, and shall supervise and attend to all work specified in the preceding section of this contract.

SECTION 3—WORK WEEK

A week's work shall consist of five (5) days or nights of forty (40) hours, for Journeymen and Apprentices. A day's or night's work shall consist of eight (8) consecu-

tive hours, exclusive of thirty (30) minutes for lunch, at any reasonable time designated by the foreman, not exceeding four and one-half (4½) hour periods.

When any employee is required to work more than five (5) shifts in any financial week, he shall be paid overtime for the sixth or seventh shift.

SECTION 4—SUPPLY OF COMPETENT MEN

The Sioux City Mailers Union No. 97, agrees to supply at all times competent men, whenever called upon by the Publisher or foremen of an office, and it is understood if the Union shall fail to supply such help in time to prevent delay on any issue of the paper it shall be proper for the office making such demand to secure such help from any members of the ITU that it may secure. In the event no ITU members are available it shall be proper for the Union receiving such demands to procure such help from any source possible to meet the emergency, and will retain such help until the Union can furnish the number of ITU mailer journeymen required.

SECTION 5—SENIORITY CLAUSE

Foremen of Mailing Departments have the right to employ competent help and may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be conspicuously posted; and which shall in no way abridge the civil rights of employees or their rights under accepted International Typographical Union Laws, and (4) to decrease the force, such decreases to be accomplished by discharging first the person or persons last employed, either as regular or as extra employees, as the exigencies of the matter require. Should there be an increase in the force, the persons displaced through such shall be reinstated in reverse order in which they were discharged, before other help may be employed. Upon demand the foreman shall give the reason for such discharge, in writing. Persons considered competent to fill regular situations, and the substitute oldest in continuous service, shall have prior right in the filling of the first vacancy.

The provisions of this section shall be observed both by the present foreman and his successors.

SECTION 6—WORKING HOURS

Regular working hours shall be between the hours of 7:00 A.M. and 6:00 P.M., for day work, and 6:00 P.M. and 7:00 A.M. for night work.

SECTION 7—JOURNEYMEN SCALE

DAYS	NIGHTS
$47.00 per WEEK	$49.00 per WEEK
$ 9.40 per DAY	$ 9.80 per DAY
$ 1.175 per HOUR	$ 1.225 per HOUR

SECTION 8—APPRENTICES

(A)—APPRENTICE SCALE

Apprentices working under this agreement shall receive the following rate of pay.

	Option of the Office
First year	
Second year	50% Journeyman's Scale
Third year	55% Journeyman's Scale
Fourth year	60% Journeyman's Scale
Fifth year	70% Journeyman's Scale
Sixth year	80% Journeyman's Scale

Apprentices shall be at least sixteen (16) years of age when starting apprenticeship. Apprentice shall serve six (6) years, and shall be under the direction of the foremen during the entire period of apprenticeship. The foremen shall cooperate with the Union Committee to the end that they shall become competent journeymen. Rules of apprentices shall be governed by I.T.U. Laws.

(B)—APPRENTICE RATIO

Apprentices may be employed in the ratio of one (1) to the first three (3) journeymen regularly employed and one (1) additional apprentice for each additional five (5) journeymen regularly employed until four (4) apprentices have been employed, then the ration shall be one (1) to ten (10) journeymen.

Apprentices shall be selected by the office but must be approved by the local union and undergo a physical examination by a qualified medical examiner before starting work.

SECTION 9—OVERTIME

Payment for overtime shall be only for actual overtime worked at the rate of price and one-half of the regular

scale. Provided: In case of foremen performing executive or clerical work and in extreme emergencies such as fire, flood, or disaster, overtime may be waived.

SECTION 10—VACATIONS

All members regularly employed who have held situations during the entire previous calendar year shall be entitled to a vacation of two weeks (10 days) with pay. Members having held regular situations six months but less than one (1) year shall be entitled to one (1) week (5 days) with pay. The days of the vacation period shall be consecutive. Vacations are to be taken in addition to any time off of employees on account of accumulated overtime, or for any other reason. No employee will be allowed to forego vacation or any part thereof in any calendar year for the purpose of adding to the length of vacation in any succeeding year.

VACATION PERIODS. Employees may choose the period of their vacation on a basis of seniority, but vacations shall be taken between May 1st and September 30th, except by mutual agreement of the employee and the office. Vacation pay shall be paid in advance if ten (10) days' notice in advance from foremen is given the office in writing.

SECTION 11—HOLIDAYS

When it becomes necessary to work on holidays, five and one-third (5-1/3) consecutive hours shall constitute a full day's or night's work. Compensation shall be equivalent to one (1) day's or night's pay at the prevailing wage. For the purpose of this section, holidays observed shall be Fourth of July, Labor Day, Thanksgiving and Christmas.

SECTION 12

The Publisher through his representative shall at all times determine the number of men required to do the work provided for, and the Union shall not dicipline the foreman for carrying out the instructions of the Publisher or his representative as authorized by this agreement.

SECTION 13—STRUCK WORK

The Union reserves the right to its members to refuse to execute any work received or destined to struck offices.

SECTION 14—CALL BACKS

Situation holders working Saturday afternoon called back after having left the office on Saturday night shall receive $1.00 extra call back pay.

SECTION 15

The General Laws of the International Typographical Union in effect January 1, 1945, shall be observed and a part of this contract. It is further agreed that aforesaid laws may be amended by said party of the second part without the consent of the party of the first part, provided, that any changes which conflict with the terms of this contract or affect wages, hours or working conditions shall not become operative during the life of this intrument except by mutual consent of both parties signatory hereto.

SECTION 16

(A)

It is further agreed in the event of a difference arising between employer and the local union at the expiration of this contract or any opening date, all work shall continue without interruption, pending proceeding looking to conciliation or arbitration, and the wages, hours and working conditions prevailing at the time the differences arise shall be preserved unchanged until final decision of the matter at issue shall be reached; and it is agreed that any wage adjustment reached through conciliation or arbitration shall be automatically retroactive to the expiration of the preceding contract. In case of arbitration of a succeeding agreement it shall be under a code of procedure mutually agreeable to the parties hereto. I.T.U. laws shall not be subject to arbitration.

(B)

A standing committee of two representatives of the party of the first part, and like committee of two representatives of the party of the second part, shall be appointed; the committee representing the party of the second part, shall be selected by the Union, and in case of a vacancy, absence, or refusal of either such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may

arise as to the scale of prices hereto attached, the construction to be placed upon any clause of this Agreement, or alleged violation thereof, which cannot be settled otherwise and such joint committee shall meet when any question of differences shall have been referred to it for decision by the executive officers of either party of this Agreement. Should the joint committee be unable to agree, then it shall refer the matter to a Board of Arbitration, the representative of each party of this Agreement to select two arbitrators, and the four to agree upon a fifth. The decision of this Board shall be final and binding upon both parties, provided, that local Union Laws of 1945 not effecting wages, hours, or working conditions and the Laws of the International Typographical Union shall not be subject to arbitration.

SECTION 17

Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1945, not in conflict with this contract shall govern relations between the parties on conditions not specifically enumerated herein.

SECTION 18

It is further understood and agreed, that this CONTRACT and SCALE of prices shall be in effect from and after the first day of September 1946 and ending September 1, 1947, and for such reasonable time thereafter as may be required for the negotiation of a new contract and scale to become effective September 1st, 1947.

If either party desires to open this contract they may do so by serving written notice thirty (30) days prior to the above expiration date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

JOURNAL-TRIBUNE PUBLISHING CO.

S/ W. R. PERKINS

S/ Ed E. TOWNS
SIOUX CITY MAILERS UNION 97
S/ HERBERT L. PETERSON, Pres. M-97
S/ ROBERT A. OLSON, Sec. M-97

Approved as conforming to the laws of the International Typographical Union
S/ WOODRUFF RANDOLPH
President, International Typographical Union
Nov. 15, 1946

GENERAL COUNSEL'S EXHIBIT 26

HAMMOND TIMES

1. Area of circulation:
   Hammond, East Chicago, Whiting, Indiana Harbor, Griffith, Munster, Lansing, Highland, St. John, Schererville, Dyer, Lowell, Crown Point, Cook, Cedar Lake, Gary, Burnham, Hegewisch, South Holland, Schneider, Leroy, Thayer, Shelby.
   Volume of circulation:
   Average Daily: 37,797
   Average Sunday: 39,092
   (A) Percentage of intra-state circulation: 88.09%
   (B) Percentage of inter-state circulation: 11.91%
2. Amount of newsprint used: 2,230 tons, $209,393.18, all from out of state of Indiana
3. Amount of ink used: 125 drums, 54,328 pounds, $2,936.64
   Amount of type used: 9,606, $1,594.54
   Amount of metal used: 22,428 pounds, $2,763.70
   Amount of mats used; 10,850 mats, $1,681.75
4. Volume of advertising: 840,163 inches
   Percentage of national advertising: 7%
5. List of feature services used:
   McNaught Syndicate
   N.E.A. Service
   King Features Syndicate
   Publishers Syndicate
   National Newspaper Service
   New York Post Syndicate
   Haskin Service
   Press association services used:
   Central Press
   International News Service
   United Press
   Percentage of out of state news to local and state news used by paper:
   40% out of state news to 60% local and state news used

GENERAL COUNSEL'S EXHIBIT 30

1947 Nov. 25 A.M. 7:07

J. CC190 NL PD-Chicago, Ill. 24
Hammond Times
417 Fayette Street Hammond Inc.

Chicago Typographical Union No. 16 at its regular meeting on Sunday, November 23, 1947, voted to increase its weekly wage scale by $14.50 for day work and by $15 for night work including work on lobster shifts. Unless informed by you to the contrary, it will be assumed by us that the increased scale will be paid by you.

John J. Pilch, President

GENERAL COUNSEL'S EXHIBIT 31

November 26, 1947

To all employees who are members of the I.T.U. Chicago Local No. 16, and who are working in the composing room of the Hammond Times.

Gentlemen:

We have no alternative at this time other than to make a statement of the position that we of the Hammond Times find ourselves in at this time.

Yesterday morning at 9:00 we received a wire signed by the president of your Local, Mr. John J. Pilch, wherein he advised us of the increase in weekly wages requested by your Local. Since in the past we have been guided entirely by any agreement or contract consummated between your Local and the Chicago Newspaper Publishers' Association, we feel that today, and we have likewise informed your representatives, Mr. Joseph Schreiner and Mr. Rhodes, that this is still the policy we will pursue, and as of this morning this still is our decision: that, when the Chicago Publishers' Association and Local No. 16 of Chicago arrive at an agreement, we shall feel duty bound to abide by the terms and conditions of this agreement or contract.

Know that the Hammond Times Management's past relationships with Local No. 16 have always been considered fine and we regret that we have been given less than 26 hours notice to come to a decision of something that we have hitherto given no voice in. Had we been given more time to consider your telegram, the results might have been different.

Trusting an agreement is reached between your Local and the Chicago Newspaper Publishers' Association in the very near future, we remain,

Sincerely yours
The Hammond Times
W. J. Harrigan,
Business Manager

GENERAL COUNSEL'S EXHIBIT 32

December 6, 1947

International Typographical Union
Local #16 of Chicago
130 N. Wells Street
Chicago, Illinois
Att: Mr. John J. Pilch, President

Gentlemen:

On Tuesday morning, the 25th of November, 1947, we received your night letter wherein you state that your Local Union #16 of Chicago International Typographical Union had voted to increase its weekly wage. Also embodied within this communication is this statement, "Unless informed by you to the contrary it will be assumed by us that the increased scale will be paid by you".

On Wednesday morning, the 26th of November, 1947, exactly 24 hours after receiving your night letter, I was requested by two of our employees, who stated that they were representatives of Chicago Local #16, I.T.U., to give them an answer to your night letter. Not being in a position at that moment to give them a definite answer, they immediately issued an ultimatum to us that unless the Hammond Times Management agreed to the terms as stated within your night letter, the members of Local Union #16, I.T.U., working for the Hammond Publishing Company, would walk out on strike at 10:45 a.m. Wednesday, the 26th of November, 1947. This walkout, on the part of members of Chicago I.T.U., Local #16, took place 26 hours after we received the only notice we had from your union relative to a new wage increase at this time.

For 40 years or more, the records will show that never once has the Hammond Publishing Company refused to go along with the conditions and wages embodied within the contract drawn up between Chicago I.T.U., Local #16 and the Chicago Newspaper Publishers Association. Since this has been the policy in the past, we normally expected that no change in this policy would take place at this time.

Since November 25th, 1947, the date on your night letter, I have met with you on two distinct occasions trying to explore the possibility of a meeting of the minds on our common problem, that of the strike against us, and some form of agreement for the future.

The purpose of this letter is to inform you and Chicago Local #16, I.T.U., that the Hammond Publishing Company stands ready and willing, now or at any time in the very near future, to meet with yourself and, or representative of this local union with a view to bargaining in good faith for a new written and signed agreement, covering conditions of employment and wages, covering your members, and our employees in our composing room.

May I hear from you relative to this matter, I am

Sincerely yours,
W. J. Harrigan,
Business Manager

WJH:LLL

GENERAL COUNSEL'S EXHIBIT 33

SOUTH BEND TRIBUNE
SOUTH BEND, INDIANA

Copy of data submitted to ANPA
Special Standing Committee on
November 29, 1947

Area and Volume of Circulation—

City Zone Area: the corporate limits of South Bend and Mishawaka, plus Center and Clay townships and balance of Portage township in St. Joseph County, Indiana.

Retailing Trading Zone Area: extends north to Berrien Springs, Michigan; northeast to Marcellus, Michigan; east to Middlebury, Indiana; southeast to Millersburg and Nappanee, Indiana; south to Argos, Indiana; southwest to North Judson, Indiana; west to LaPorte, Indiana; northwest to Grand Beach and Bridgman, Michigan; includes, with exception of city zone:

In Indiana—Counties of Elkhart, Marshall and St. Joseph; in Starke County, townships of California, Center, Davis, Jackson, North Bend, Oregon, Washington and Wayne; and in LaPorte County, townships of Center, Galena, Hanna, Hudson, Johnson, Kankakee, Lincoln, Noble, Pleasant, Prairie, Scipio, Union, Washington, and Wills.

In Michigan—Cass County; and in Berrien County, townships of Baroda, Berrien, Bertrand, Buchanan, Chickaming, Galien, Lake, New Buffalo, Niles, Oronoko, Three Oaks and Weesaw, and cities of Buchanan and Niles.

All Other—all circulation not included in city and retail trading zones—approximately 10% of city and retail trading total.

Circulation Total: 92,698; 3rd Quarter (1947) ABC Audit Report.

(1) Intrastate circulation—83%.

(2) Interstate circulation—17%.

Amount of newsprint used during the preceding twelve months:

7,078 tons; dollar value: $615,526.77. From Canada & Maine.

Also used during the preceding twelve months:

Ink: 93 tons; dollar value $13,535.09. From Chicago & Detroit.

Mats: 5 tons; dollar value: $2,355.34. From outside Indiana.

Type Metal: 6 tons; dollar value: $3,082.69. Most from Illinois.

Total Volume of Advertising in lines: 12,313,403.

General or National Advertising from out of state agencies or advertisers: 13.3%.

Feature Services used:

Bell Syndicate
King Features
Chicago Sun-Times Syndicate
United Features Syndicate
National Newspaper Service
McNaught Syndicate
New York Herald-Tribune Syndicate
Publishers Syndicate
Register & Tribune Syndicate
Associated Press Features Service
Central Press
Richardson Feature Service
New York Post Syndicate
Handy Filler Service
America's Future
George Matthew Adams Service
Acme Picture Mat Service

Press Association Services Used:

Associated Press
International News Service
United Press

	Home Edition	Mailing Edition
Local and State News used:	53%	49%
Out of State News used:	47	51

GENERAL COUNSEL'S EXHIBIT 34

EXHIBIT 1

AGREEMENT
Between
The South Bend Tribune
and
SOUTH BEND
TYPOGRAPHICAL
UNION NO. 128
Effective January 1, 1947.
Expires December 31, 1947.

AGREEMENT

This Agreement, made and entered into this 14th day of January, 1947, by and between the. The South Bend Tribune Company, through its authorized representatives, the party of the first part, and the subordinate union of the International Typographical Union of the city of South Bend, Indiana, known as Typographical Union No. 128, by a committee duly authorized to act in its behalf, party of the second part.

Witnesseth, That from and after January 1, 1947, and for a term of one year, ending December 31, 1947, and for such reasonable time thereafter (not exceeding thirty days) as may be required for the negotiation of a new agreement, the establishment represented by the said party of the first part binds itself to the employment in its composing room and the departments thereof, only mechanics and workmen who are members of Typographical Union No. 128 and agrees to respect and observe the conditions imposed by the constitution, by-laws, and scale of prices of the aforesaid organization and the laws of the International Typographical Union, copies of which are hereunto attached and made a part of this agreement. Provided, that in event conflict occurs between the aforesaid laws and the provisions of this agreement the provisions of this instrument shall be paramount.

And it is further agreed that aforesaid constitution and by-laws may be amended by said party of the second part without the consent of the party of the first part: Provided, however, That changes which conflict with the terms of this contract or affect wages, hours or working conditions shall not become operative during the life of this in-

strument except by mutual consent of both parties signatory thereto.

It is further agreed that the scale of prices appended hereto shall continue in operation without change during the life of this contract, except such changes as may be mutually agreed upon between the parties hereto.

A standing committee of two representatives of the party of the first part, and a like committee of two representing the party of the second part, shall be appointed; the committee representing the party of the second part shall be selected by the union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may arise as to the scale of prices hereto attached, the construction to be placed upon any clause of the agreement, or alleged violations thereof, which cannot be settled otherwise, and such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to select two arbiters, and the four to agree upon a fifth. The decision of this board shall be final and binding upon both parties. Provided, That local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration.

In Witness Whereof, We have hereunto set our hands and seals this 14th day of January, 1947.

For The Union.

Alex A. Poczik
W. E. Brown
Charles D. Vollmer
H. F. Brown
President.

For The Publisher.

P. A. Miller, President
Franklin D. Schurz

This agreement is approved as being in compliance with the laws of the International Typographical Union and the undersigned, on behalf of the Executive Council of the International Typographical Union, hereby pledges it full authority to the fulfillment thereof.

In Witness Whereof, I have hereunto set my hand and seal this.....day of....., 19.....

.....

Woodruff Randolph
President International Typographical Union

DAILY NEWSPAPER SCALE

Section 1. Seven and Three-Fourths (7¾) hours shall constitute a day's work. Five days shall constitute a week's work.

Section 2. Seven and Three-Fourths (7¾) hours shall constitute a night's work. Five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A.M. and 6 P.M.

Section 4. Night work shall be between 6 P.M. and 7 A.M.

Section 5. When it is necessary to work split shifts, running from day into night hours, or vice versa, said shift shall consist of Seven and Three-Fourths (7¾) hours and shall be paid for at night rates.

Section 6. Unless otherwise specified in this scale all journeymen shall receive not less than $1.7859 per hour for day work and not less than $1.876 per hour for night work.

Section 7. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

First Year — First Six Months, 30%; Second Six Months, 35%.

Second Year — First Six Months, 40%; Second Six Months, 45%.

Third Year — First Six Months, 50%; Second Six Months, 55%.

Fourth Year — First Six Months, 60%; Second Six Months, 65%.

Fifth Year — First Six Months, 70%; Second Six Months, 75%.

Sixth Year — First Six Months, 80%; Second Six Months, 85%.

APPRENTICES.

Section 8. Apprentices may be employed in the ratio of one to every 10 journeymen members of the Typographical Union regularly employed.

Provided, that no office shall be entitled to an apprentice unless at least two journeymen, aside from the proprietor, shall be regularly employed in the composing room.

Section 9. Before entering the trade as an apprentice, applicant shall first be approved by the foreman and the local union, must pass a technical examination given by the union's apprentice committee, and undergo a physical examination by a qualified medical examiner approved by the local union.

Section 10. Apprentices shall be not less than sixteen years of age at the time of beginning their apprenticeship. They shall be registered by the secretary of the local Typographical Union and they shall serve an apprenticeship period of six years before being admitted to journeyman membership in the union.

Section 11. At the end of the first year, if apprentices prove competent, they must be admitted as apprentice members of the union, at which time they will be registered with the Secretary-Treasurer of the International Typographical Union, who will assign to each union member a registry number.

Section 12. Starting with the second year, apprentices are entitled to and must be in possession of an apprentice working card, endorsed by the secretary of the local Typographical Union.

Section 13. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by allowing them to work in all departments of the composing room. When apprentices show proficiency in one branch, they must be advanced to other classes of work.

Section 14. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 15. Registered apprentices shall be given the same protection as journeymen and shall be governed by

the same shop rules, working conditions and hours of labor.

Section 16. Beginning with the second year, apprentices shall be enrolled in and complete the I.T.U. course of lessons in printing before being admitted as journeymen members of the union. They shall pay to the Secretary-Treasurer of South Bend Union No. 128 the sum of $3.00 initiation fee plus $5.00 for the first unit of lessons, and $5.00 for each unit thereafter until full tuition of course is paid.

Section 17. Arrangements should be made to have apprentices in the final year instructed on any and all typesetting and typecasting devices in use in the offices where they are employed.

Section 18. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his representative has the right to be present and take part in any and all examinations.

Section 19. No apprentice shall be employed on overtime work unless the number of journeymen employed on the overtime equals the ratio prescribed in Section 8. At no time shall any apprentice have charge of a department or class of work.

Section 20. Chairman of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this contract—whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen it must be set forth in the report.

Section 21. The local union reserves the right to refuse to register apprentices in any office which has not the necessary equipment to afford instruction being given in the different branches of work agreed upon.

Section 22. No apprentice shall leave one office and enter the service of another employer without the written consent of the president of the union.

MISCELLANEOUS OR GENERAL

Section 23. All time worked before or in excess of the regular hours established for the day's or night's work shall be paid for at the overtime rate, which shall be Price and One-half based on the hourly wage paid.

Section 24. A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

No journeyman or apprentice shall work less than 4 hours or more than 5½ hours before taking the regular period of time for lunch.

Section 25. Holidays. All situation holders shall receive one day's pay at the regular rate for holidays not worked. Provided that when a holiday falls on a member's regular off day or off night this clause shall not apply. All work performed on holidays or Sundays shall be paid for at double price. Provided that in no event shall an employe receive less than a full day's pay. This section does not apply to the regular Saturday night shift which extends into Sunday morning. The recognized holidays are: New Years, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas, or days celebrated as such.

Section 26. In no case shall an employee in daily newspaper offices receive less than one day's pay except when discharged for cause or where excused at his own request.

Section 27. Employees called back after having left the office shall be paid $1.00 for such call back and overtime rates for all time worked.

Section 28. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type or matrices, between newspapers, between job offices, or between newspapers and job offices or vice versa, not owned by the same individual, firm or corporation, and published in the same establishment, is unlawful, and shall not be allowed unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions and from separate composing rooms, owned by the same individual, firm or corporation, is not

permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Provided, that where an interchange of matter from an English publication to a foreign language publication, or vice-versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit within which borrowed or purchased matter or matrices are to be reset shall be thirty days from date of use.

Section 29. It is understood that Section 28 does not apply to National Advertising, nor to matter received from outside the cities of South Bend and Mishawaka, such as printed supplements, magazines, syndicate or other feature matter in matrices, cuts or plates in page size or smaller. This section shall not be construed as prohibiting the loaning, borrowing, exchanging, purchase or sale of matter in matrices, cuts, plates or type occasioned by extraordinary emergency, such as fire, flood, explosion, or other unforeseen disaster, including the "pi" of a form or forms when it will be permitted without penalty. It is understood and agreed that a local advertisement is: Any advertisement originally set within the jurisdiction of Typographical Union No. 128; any advertisement wherever set advertising the business of any concern that is in the local field. However, this does not apply to advertisements of national advertisers. The addition of names and addresses not falling within these definitions does not make the advertisement a local advertisement.

Section 30. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical Union laws.

Section 31. When it becomes necessary to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon de-

mand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

Section 32. The foreman shall be the judge of the number of regular situations in a composing room. A journeyman shall be deemed to hold a regular situation when he is employed five days in each of three consecutive weeks, or five nights in each of three consecutive weeks.

Section 33. When a vacant situation is to be filled, or where a starting time of a situation is changed, any situation holder deemed by the foreman to be competent to perform the work who has superior priority standing, may claim the new situation or starting time.

Section 34. In case of foremen performing executive or clerical work exclusively, overtime may be waived.

Section 35. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Either party may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either party to the joint standing committee. The decision of this committee shall be final.

Section 36. A superannuated member may be permitted to work at a rate of not less than 3/4ths of the regular scale of wages provided for journeymen; provided, that not more than one superannuated member shall be employed in any office at any one time, and no superannuated member will be allowed to work in any office where there are no journeymen employed.

Section 37. The union reserves to its members the right to refuse to execute all work received from or destined for struck offices, unfair employers or publications. Provided, The union must give the employers notice of 48 hours that a strike is in progress in said newspaper composing room or job shop composing room before the aforesaid right may be exercised. Provided further, incoming matter originating in a struck newspaper composing room or job printing office composing room may be used during the

above-stated 48-hour period, but shall be reset within 48 hours after date of publication.

Section 38. No employee covered by this scale shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any employe is required to work on a regular off-day or off-night or the sixth or seventh shift in any financial week, he shall be paid the overtime rate for such work.

Section 39. Sanitary Regulations. The party of the first part agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room, or in the rooms adjacent thereto, from which dust, gases or other impurities are produced or generated, shall be equipped in such manner as to protect the health of employees.

Section 40. Employes who have held continuous situations for a period of twelve months shall be entitled to two weeks (10 days) vacation with pay. Substitutes with one year's priority shall receive one day's vacation for each 25 days worked as extra for the office.

Section 41. Men on paid vacations have no right of substitution, the office retaining the sole right of determining how many, if any, replacements are to be hired.

Section 42. The vacation schedule shall be arranged by the office, between May 1 to October 31. The days of the vacation shall be consecutive. Vacations shall be scheduled with due consideration to priority. By mutual agreement between the individual member and the foreman vacations may be scheduled outside the above time period.

Section 43. Earned vacation credits belong to the individual. In event an employe severs connections with the firm for any legitimate reason before the regular vacation period he shall be paid such vacation credits. In event of death all earned vacation credits shall be paid to the employe's beneficiary. Earned vacations shall be accumulated at the rate of one day for each 25 days worked after the first year if continuous priority.

Section 44. In case of suspension or merger, all employes covered by this agreement shall receive two weeks' (10 days) severance pay.

GENERAL COUNSEL'S EXHIBIT 34-A

EXHIBIT 2

SOUTH BEND TYPOGRAPHICAL UNION NO. 128

South Bend, Indiana
October 27, 1947

Franklin D. Schurz
South Bend Tribune
South Bend, Ind.

Dear Mr. Schurz:

This is to serve you with 60-day termination notice of the contract heretofore in effect between your company and South Bend Typographical Union No. 128, a subordinate union of the International Typographical Union.

To the extent required by Section 8(b) (3) of the LMRA this to offer to meet and confer for the purpose of negotiating conditions of employment but reserving all rights provided by said LMRA, Section 8(d), that such obligation does not compel this union to agree to a proposal or require the making of a concession.

I have appointed a committee composed of Clement Summers, Joe Seelig and Erle Henderson. This committee will be ready to confer with you at your convenience.

Anticipating a most pleasant negotiation such as we have enjoyed in past years, I am

Yours very truly,

/s/d/ H. F. BROWN
H. F. Brown, President

GENERAL COUNSEL'S EXHIBIT 34-B

We propose to extend the present agreement for a period of one year beginning January 1, 1948, subject to following amendments:

(a) Sec. 6 is hereby amended to read as follows:

(b) Any clause in said agreement which is contrary to law is hereby deleted.

GENERAL COUNSEL'S EXHIBIT 34-C

McINERNY & HUGUENARD
414 J.M.S. BUILDING
SOUTH BEND 5, INDIANA

November 12, 1947

South Bend Tribune
South Bend, Ind.

Attention: Mr. Franklin D. Schurz

Gentlemen:

This will advise that we have examined a proposed form of agreement submitted to you by South Bend Typographical Union No. 128, a subordinate Union of the International Typographical Union.

The proposed agreement differs in many respects from any agreement which you have previously executed with the Union. Having in mind that you have had friendly labor relations for many years through your previous contracts, we are bound to take notice of any reasons for the changes now sought by the Union. Obviously, the general attitude of organized labor toward Labor Management Relations Act, 1947, must be considered in reviewing the proposed contract.

It is our opinion that the proposed agreement is an effort by the Union to evade the Act and to persuade you to join in such evasion. Your attention is called to the following items in the proposed contract which to us especially indicate the Union's desire not to be bound by the provisions of Labor Management Relations Act, 1947.

1. In Paragraph A of the agreement you recognize the Union as the exclusive bargaining representative of all employees subject to the latter's jurisdiction (in other words all printers now in your employ). In paragraph B you recognize the Union's right to formulate laws, rules and decisions for conditions under which its members may accept employment. In paragraph E you recognize that the Union can not compel members to work with non-union printers and you agree that any refusal by its workers to work with non-union employees shall not constitute a breach of the agreement. In other words, your printers are bound by the orders of the Union when it is deemed to their advantage and then may ignore the Union when

it is deemed not to their advantage. The Union maintains its right to control its members when the Union fixes the conditions of work but in effect says it has no such control when the conditions result from a law of which it disapproves. We shall mention below methods of control which a Union may exercise over its members, if it wishes.

2. Under paragraph D of the contract the Union is given the right to define work "traditionally performed by journeymen and apprentice printers". If you do not agree with the Union's definition as to such work your only remedy is to cancel the contract upon ten days' notice. Arbitration of the definition of such work is prohibited by the agreement. To give the Union the exclusive right to define what is work "traditionally performed by journeymen" is for you to surrender a very valuable right. Your right to cancel the contract within ten days seems to us to be of no value and to afford little assistance in improving labor-management relations. In addition we do not believe that the right to cancel in ten days is valid in view of paragraph section 8 (d) of the Act which contemplates that no contract may be terminated before the expiration of 60 days.

3. We have already mentioned that you recognize by paragraph E of the agreement that the Union can not compel members to work with non-union printers. We agree that no man can or should be compelled to work against his will, but we know the Union has power to discipline members who take concerted action in violation of the contract. Paragraph E refers to "any refusal by its workers to work". Such language would include a concerted action on the part of all Union members. We can see no real difference between Union's action and concerted action of Union employees, particularly when the members are acting in accordance with the Union's publicly announced principles.

4. Paragraph F provides that you agree that no member of the Union shall be required or expected to cross a picket line established by any subordinate union of ITU. Such provision may be in violation of law in view of the fact that Section 8 (b) 4 specifically contemplates that there may be strikes where the Union may not lawfully recognize the picket line.

5. Paragraph G gives to the Union the exclusive right to determine when work is performed under substandard

conditions. If you disagree with the Union's definition of such work the Union's determination is final and your only remedy is to cancel the contract within ten days. Our comments in Item No. 2 above are equally applicable to Paragraph G.

6. Paragraph I limits your damages for breach of agreement to the sum of $25.00 and restricts you to application to the Joint Standing Committee for relief. It is our opinion that paragraph I is null and void as being contrary to public policy. See Section I regarding the important interest of the public in labor disputes and Section 301, the purposes of which is to impose liability on both employers and unions for unwarranted violations of contract. Regardless of the validity of paragraph I, said paragraph clearly shows the disposition on the part of the Union to evade a proper responsibility and to be placed in a position where it may violate its agreements with impunity.

7. Your past contracts have uniformly been for a period of a year or more. The proposed contract can be terminated at any time upon a written notice of 60 days. In other words at the will of the Union the period of the contract may be only for 60 days. A labor contract is supposed to give security to both parties, and written contracts have long been demanded by unions. The proposed contract, however, gives no real security to either party. It is not such a contract as the Union has traditionally sought. In our opinion it shows a desire to pay lip service only to the requirement that the Union and the Company must bargain in good faith and that at the request of either party the result of the negotiations must be reduced to writing. We do not believe that a demand for the execution of a contract which may be terminated within 60 days falls within the purview of the law's requirement for good faith bargaining.

This will advise that we have also examined an instrument entitled conditions of employment. If the Union should attempt to impose these conditions upon you without good faith bargaining in our opinion such conduct would constitute a violation of LMRA, 1947.

Sincerely yours,

/s/ Aaron H. Huguenard

GENERAL COUNSEL'S EXHIBIT 34-D

The foregoing contract is continued in effect for one year beginning January 1, 1948, insofar as the same does not conflict with law. However, during the year beginning January 1, 1948, the following wage schedules will be in effect:

South Bend Tribune
By: .....

South Bend Typographical Union No. 128
By: .....

GENERAL COUNSEL'S EXHIBIT 34-E

EXHIBIT 7

It is agreed that from and after Jan. 1, 1948, and for a period of one year ending Dec. 31, 1948, the following wage rates shall be in effect:

(Rates to be inserted).

Since disagreement exists on several sections of the agreement it is agreed that negotiations will continue until agreement has been reached.

It is further agreed that work will continue uninterrupted under the same friendly relations that have existed for many years during said negotiations.

For The Tribune

.....

For The Union

.....

GENERAL COUNSEL'S EXHIBIT 36-A

DETROIT MAILERS' UNION NUMBER FORTY

August 18, 1947

Mr. Norman Applegarth, Executive Secretary,
Detroit Newspaper Publishers Association,
732 Lafayette Building,
Detroit 26, Michigan.

Dear Mr. Applegarth:

This is to serve you with 60-day notice of termination of the contract heretofore in effect between The Detroit News, The Detroit Free Press and The Times Publishing Company and Detroit Mailers Union Number Forty, a subordinate union of the International Typographical Union.

To the extent required by Section 8 (b) 3 of the LMRA this is to offer to meet and confer for the purpose of "negotiating" conditions of employment but reserving all rights provided by said LMRA, Section 8 (d), that such obligation does not compel this union to agree to a proposal or require the making of a concession.

Sincerely yours,

/s/ Max Burns
President

cc: The Detroit News
The Detroit Free Press
The Times Publishing Company

GENERAL COUNSEL'S EXHIBIT 36-B

DETROIT TYPOGRAPHICAL UNION NO. 18
915 Transportation Building
DETROIT 26, MICHIGAN

August 28, 1947

The Detroit Free Press
321 West Lafayette Blvd.,
Detroit 26, Michigan.

Attention: Mr. H. C. Weidler

Dear Sirs:

This is to serve you with 60-day notice of termination of the contract heretofore in effect between your company and Detroit Typographical Union No. 18, a subordinate union of the International Typographical Union.

To the extent required by Section 8(b) 3 of the LMRA this is to offer to meet and confer for the purpose of "negotiating" conditions of employment but reserving all rights provided by said LMRA, Section 8(d), that such obligations does not compel this union to agree to a proposal or require the making of a concession.

Very truly yours,

DETROIT TYPOGRAPHICAL UNION NO. 18
By: /s/ C. G. Sparkman, President

CGS:JMJ

GENERAL COUNSEL'S EXHIBIT 36-C

DETROIT NEWSPAPER PUBLISHERS ASSOCIATION
732 Lafayette Building
DETROIT 26, MICHIGAN

September 9, 1947.

Detroit Typographical Union #18,
915 Transportation Building,
131 W. Lafayette Boulevard,
Detroit 26, Michigan.

Attention: Mr. C. G. Sparkman, President

Gentlemen:

On behalf of and with authority from the Detroit Times, News and Free Press, this will acknowledge receipt of your letters of August 28 addressed to each of the aforesaid publishers in which you state amongst other things that you serve 60 day notice of termination of the contract heretofore in effect between the respective publishers and your union, and that to the extent required by the LMRA you offer to meet and confer for the purpose of "negotiating" conditions of employment, reserving your rights under LMRA, Section 8(d).

In the past, 60 days prior to the end of the term of your then contract with the Detroit publishers, you gave notice of reopening and presented concurrently therewith or shortly thereafter a proposal for a new contract. It is evident from the tenor of your above mentioned letters that you are departing from this historic procedure, yet your letters do not advise us of the exact nature or details of your position. We therefore suggest that a meeting be held at this office Wednesday, September 17th, 1947 at 11 A.M. so that you may clarify this situation for us.

It goes without saying that we intend to fulfill all obligations imposed upon us by law.

Very truly yours,
/s/ Norman W. Applegarth,
Executive Secretary.

NWA:g

GENERAL COUNSEL'S EXHIBIT 36-D

DETROIT NEWSPAPER PUBLISHERS ASSOCIATION
732 Lafayette Building
DETROIT 26, MICHIGAN

September 9, 1947

Detroit Mailers' Union #40,
16903 Pinehurst Avenue,
Detroit 21, Michigan.

Attention: Mr. Max Burns, President

Gentlemen:

On behalf of and with authority from the Detroit News, Times and Free Press this will acknowledge receipt of your letter of August 18, 1947 addressed to the writer and of the same letter addressed to each of the three Detroit publishers in which you state amongst other things that you serve 60 day notice of termination of the contract heretofore in effect between The Detroit News, The Detroit Free Press and The Times Publishing Company, and your union, and that to the extent required by the LMRA you offer to meet and confer for the purpose of "negotiating" conditions of employment, reserving your rights under LMRA, Section 8(d). Acknowledgment is also hereby made of receipt of your letter of August 22, 1947 to the writer enclosing copies of the letters of August 18 just referred to, addressed to the three Detroit publishers.

In the past, 60 days prior to the end of the term of your then contract with the Detroit publishers, you gave notice of reopening and presented concurrently therewith or shortly thereafter a proposal for a new contract. It is evident from the tenor of your above mentioned letters that you are departing from this historic procedure, yet your letters do not advise us of the exact nature or details of your position. We therefore suggest that a meeting be held at this office Wednesday September 17th, 1947 at 2:30 P.M. so that you may clarify this situation for us.

It goes without saying that we intend to fulfill all obligations imposed upon us by law.

Very truly yours,
/s/ Norman W. Applegarth
Executive Secretary

NWA:g

GENERAL COUNSEL'S EXHIBIT 36-E

DETROIT MAILERS' UNION NUMBER FORTY
1963 National Bank Building
Detroit 26, Michigan

September 17, 1947

Mr. Henry C. Weidler, Business Manager
The Detroit Free Press
Detroit Free Press Building
Detroit 26, Michigan

Dear Mr. Weidler:

Detroit Mailers Union Number Forty herewith submits the following two proposals for your consideration as our present offer in collective bargaining:

1. That there be no signed, verbal or any other kind of a contract.
2. That the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the "Conditions of Employment" set by the union.

It is our understanding that you will advise us in writing the details of your proposal.

Sincerely,

/s/ Max Burns, President.

cc: Mr. Norman Applegarth, Executive Secretary
Detroit Newspaper Publishers Association
732 Lafayette Building
Detroit 26, Michigan

GENERAL COUNSEL'S EXHIBIT 36-F

DETROIT TYPOGRAPHICAL UNION NO. 18
915 Transportation Building
DETROIT 26, MICHIGAN

September 17, 1947.

The Detroit Free Press
321 West Lafayette Blvd.,
Detroit, 26, Michigan.

Attention: Mr. H. C. Weidler

Dear Sirs:

Detroit Typographical Union No. 18 herewith submits the following two proposals for your consideration as our present offer in collective bargaining.

1. That there be no signed, verbal or any other kind of contract.

2. That the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the "Conditions of Employment" set by the union.

It is our understanding that you will advise us in writing the details of your proposal.

Very truly yours,

DETROIT TYPOGRAPHICAL UNION NO. 18
BY: /s/ C. G. Sparkman, President.

CGS: JMJ

GENERAL COUNSEL'S EXHIBIT 36-G

DETROIT NEWSPAPER PUBLISHERS
ASSOCIATION
732 Lafayette Building
DETROIT 26, MICHIGAN

September 29, 1947

Detroit Typographical Union #18,
915 Transportation Building,
Detroit 26, Michigan.

Attention: Mr. C. G. Sparkman

Gentlemen:

The newspaper publishers of Detroit have proposed to you the renewal of their collective bargaining agreement with you on such terms as can be arrived at through good faith collective bargaining.

They have proposed such continuation of our relationship, not because the law requires it, but because they believe it is the soundest basis upon which peaceful labor-management relations can continue to exist between us.

They had hoped that your union would, of course, accept the proposal and proceed with us to reach the common objective. They still hold that hope.

However, your notice of termination, our joint discussions of September 17, and your letter of September 17, 1947, indicate that you gentlemen may not be proceeding in the usual and normal manner. Looking at those sources alone, your position definitely is not clear. It is not certain whether we have embarked upon a possibility of future negotiations or a game of chasing shadows. The publishers have asked me to clarify that position with you.

First of all, let us be clear about the position of the publishers. We propose a renewed written collective bargaining agreement. We propose good faith collective bargaining to reach it. Although the normal and, with us, the traditional procedure would be the prior submittal of a full contract proposal by the union, we are not so inflexibly bound by practice as to reject your insistence that this time the proposal come from the publishers.

But—we do not intend to exhaust days and weeks in the study and preparation of such a proposal, to present it to you, and to engage in indefinite discussion of that proposal with you, if you know at the outset that you will

not reach an agreement with us, that you will not accept a written contract, and that you will insist upon the conditions of employment set forth as mandatory by the action of your recent Cleveland convention. We will not engage in an utter futility, and we don't think that you would really want us to do so.

Let us look at the record.

You opened these current proceedings with a notice that the present contract would be terminated in sixty days.

In our joint conference on September 17 you took these positions:

(1) The existing contract will be terminated.

(2) There will be no meeting of minds or agreement on any issue.

(3) There will be no new contract or collective bargaining agreement, signed or otherwise.

(4) The standard conditions of employment, adopted at the Cleveland convention as part of the ITU bargaining policy, are to prevail upon the completion of our present agreement, not by agreement between the parties but by promulgation by the union and recognition by the publishers.

(5) ITU policy and dictates have formed the basis for your actions.

This you offered as your proposal and obviously it does not contemplate a collective bargaining agreement. Immediately after the meeting you confirmed portions of your verbal presentation by presenting us with this written proposal which comes verbatim from Postcard 98 of your International:

"1. That there be no signed, verbal or any other kind of contract.

2. That the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the 'Conditions of Employment' set by the union."

This is all quite clear. However, in the same September 17 conference, you stated that you wanted to comply with the law, that you wanted to "negotiate", that you wanted to bargain collectively but only as far as the law requires, that you would reserve the right to make no concessions and enter into no agreements, that you would "discuss" any publisher proposal, that union law re-

quired you to submit any publisher proposal to the membership. This is all quite unclear.

These positions are absolutely inconsistent. In our opinion, it is impossible to bargain collectively in good faith as required either by the law or good labor relations practice while positioning yourselves upon the five principles set forth above. It would seem necessary for you to choose one course or the other.

We encouraged you many times during the September 17 conference to clarify your stand—to indicate upon which shoulder you were carrying water. You did not do so.

Let us approach it another way. Under the laws of your international union, adopted at Cleveland recently, you are under mandate to follow the collective bargaining policy of the ITU if you intend to remain a local union and individual members of the ITU. By approving Proposition No. 107, the convention amended Section 2, Article III of the General Laws to provide in part:

> "No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with International Law and policy and approved as such by the International President . . ."

Your convention further provided, by amendement of Section 43, Article IV of the By-Laws, for the summary expulsion of any member or union refusing to accept or observe a decision or action of the Executive Council. This provision takes on added significance in the light of the convention action authorizing the Executive Council to interpret, construe and enforce the new Collective Bargaining Policy of the International Union.

What then is the policy and the International Law of the ITU on the question now before us?

First, it is that every member and local must abide by the Law, the policy, and the interpretations and constructions placed upon it by the Executive Council. Such is not only implicit in your Constitution and By-Laws, and in the Articles quoted above, but it has been emphasized by such subsequent releases as your ITU Postcard Bulletin No. 96 which states:

"Follow ITU Policy no matter what happens!"

or by Postcard Bulletin No. 84 (T-H-L Point No. 3) which says:

> "We will continue to give frequent advice as to definite steps to be taken. When such advice is received it should be followed uniformly by all local unions."

Second, it prohibits collective bargaining. As an example of the many times this principle has been mandated to you, your ITU Postcard Bulletin No. 99 (T-H-L Point No. 18) says:

> "Our Collective Bargaining Policy unanimously adopted by the convention went into effect August 22, 1947. It was also adopted as part of our General Laws effective January 1, 1948 (See Convention Proceedings).
>
> "That Policy can be successful only so long as local unions and employers fail to reach an agreement by the processes of collective bargaining.
>
> Under the T-H-L collective bargaining is being made too difficult and the making of contracts is now undesirable to organized labor."

Further, the preamble to the Conditions of Employment which, as we will point out shortly, are a mandatory part of your Policy, provides:

> "This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union."

This principle was taking shape as early as ITU Postcard Bulletin No. 85 (T-H-L Point No. 4), which ordered in part, "After August 22, 1947, you should not offer proposals."

Third, it prohibits a signed, verbal or any other kind of contract or collective bargaining agreement between the union and its members with an employer. This "no-contract" phase of the policy began to unfold as early as July 1, 1947, when, in the ITU Postcard Bulletin No. 81, the Executive Board said:

> "It does not appear at this time that we will want any collective bargaining agreements under the new law."

Then, in Postcard Bulletin No. 85 (T-H-L Point No. 4), the Board said:

"However, the hurdles and hazards of contract with an employer under the responsibilities, restraints, coersions and handicaps of the T-H-L appear to make a contract entered into after August 22, 1947 wholly undesirable."

In Postcard Bulletin No. 93 (T-H-L Point No. 12), locals were instructed:

"If your reach an agreement before August 22, 1947, include these sections (referring to the standard Form "A"). After August 22 do not verbally agree or sign anything without communicating with the President of the ITU."

Then, in the Policy itself as adopted at the Cleveland convention, you say:

"It will be our policy to refrain from signing contracts in order that we avoid agreeing, or seeming to agree, or voluntarily accepting the conditions created by such a relationship under the Labor Management Relations Act of 1947."

By way of partial explanation of this phase of the policy, and as an indication that any relaxation from it would not be permitted, in his pre-vote speech before adoption of the policy, President Randolph said:

"Well, there are a number of things that are well established in the printing industry that are outlawed by the Taft-Hartley bill. Therefore, if we sign a contract, the employer will insist on eliminating those basic conditions from the contract; and if he does and you agree to it, those basic conditions are out the window.

If you do not sign a contract, if you do not agree to the proposal of the employer, the law protects you. If you have no agreement and no contract in effect, you can strike."

The last word from your Executive Board on this subject, as far as we know, is Postcard Bulletin No. 98 (T-H-L Point No. 17), entitled "Our Objective in Conferences with Employers", from which you quoted your written offer to us immediately following the September 17 meeting, and which says:

"OUR OFFER IN COLLECTIVE BARGAINING.

1. We propose that there be no signed, verbal or any other kind of a contract."

Fourth, your ITU policy provides that, upon the expiration of existing contracts, members may accept employment only under mandatory Conditions of Employment issued by the Executive Board, and including many provisions contrary to the plain requirements of the Taft-Hartley law. The Collective Bargaining Policy as adopted at Cleveland, says:

> "Upon the expiration of existing contracts, and until the laws above referred to are amended and free collective bargaining is again recognized, our members may accept employment only from employers who are willing to employ them under 'Conditions of Employment' which the several unions adopt, after approval by the Executive Council of the ITU.
>
> A 'Conditions of Employment' form, which *must* be used by all unions and which is uniform except for local scales and practices, has been printed for the convenience and use of all subordinate unions. The form sets out the conditions under which our members offer their services—so long as they are individually able and willing to work."

On the floor of the convention President Randolph referred to this Form as follows:

> "The form, amounting to a mandated scale of conditions of employment, must be approved by the ITU before being put into effect."

In the preamble to the form itself, we read:

> "Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout."

Then, in the Postcard Bulletin No. 98 quoted above, and in your letter to us following the September 17 meeting, we read:

> "2. We propose that the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the 'Conditions of Employment' set by the union."

So the ITU Bargaining Policy is clear. It is also clear that you as a local or as individual members have no

choice but to follow that policy if you care to remain members of the ITU. It is equally clear that the position which you have taken in your correspondence and in our September 17 meeting coincides with the ITU policy described above.

In the face of your ITU policy, the vague hope which you held out to us, that you would "negotiate conditions of employment as far as the law requires", dissolves in shadow and has no meaning. It is based upon your belief that you comply with the law simply by discussing such conditions without any intention of reaching an agreement, knowing all the while that you will insist upon unilateral conditions of employment. In short, you will talk, but not bargain. You will discuss, but not negotiate. You will be satisfied with nothing but your own conditions. You will encourage publisher proposals for the sole purpose of creating discussions which can lead newhere but which, you think, will qualify you as having bargained under the law.

In developing this approach, you rely heavily upon a reading of that portion of Section 8(d) of the Taft-Hartley Law which says that you are not compelled to agree to a proposal or make a concession. Only the NLRB and the Courts can determine whether your legal interpretation is sound. We feel it is not, but this letter is not written for the purpose of raising a legal issue between us.

As we see it, under ITU policy, unless you intend expulsion from your union, you are unable at present to bargain collectively in good faith for a completed contract which would comply with the law and succeed the one now in effect. If we are wrong, we would be more than happy to have you say so and tell us what you can do.

We would like to solve this problem on a basis of common sense and good labor relations—technical jockeying isn't going to get us anywhere.

We have always conducted our relations on a mature basis. There is no reason for doing otherwise, now. We feel that you can and will make your position absolutely clear so that we may know whether further proceedings would be fruitful or a futility. Consequently, we would appreciate your answers to these few straightforward questions:

1. Does your local union intend to comply fully with ITU Collective Bargaining Policy?
2. Would you agree to a contract, verbal or written, signed or otherwise, to take effect between us at the expiration of the present agreement?
3. Whether it be by contract or unilateral promulgation, isn't it true that your union must insist upon the Standard Conditions of Employment prescribed by the ITU, as the conditions under which your members will work after the expiration of the present agreement?

We would appreciate your written reply to avoid any mistaken interpretation on our part. However, we would suggest, in addition, a further joint meeting for consideration of our respective positions as soon as possible after we receive your reply.

Very truly yours,
/s/ Norman W. Applegarth
Executive Secretary.

NWA:g

GENERAL COUNSEL'S EXHIBIT 36-H

DETROIT TYPOGRAPHICAL UNION NO. 18

915 Transportation Bldg.
131 West Lafayette Blvd.
Detroit 26, Michigan

October 6, 1947

Mr. Norman Applegarth, Executive Secretary,
Detroit Newspaper Publishers Association,
732 Lafayette Building,

Dear Mr. Applegarth:

This is to acknowledge your letter of September 29th wherein you ascribe to this Union a position which is not in accordance with the facts.

This will advise you that we are ready and willing to bargain collectively, in good faith, in accordance with the requirements of the Labor Management Relations Act of 1947.

The Union Scale Committee will meet with the Publisher Scale Committee at 10:30 a.m., Wednesday, October 8th, in accordance with our telephone conversation of last week.

Yours very truly,
/s/ C. G. Sparkman
President.

AGREEMENT

Between
THE DETROIT NEWS
THE DETROIT FREE PRESS
THE TIMES PUBLISHING COMPANY
and
DETROIT TYPOGRAPHICAL UNION NO. 18

PUBLISHERS' PROPOSAL
OCTOBER 13, 1947

Agreement between The Detroit News, The Detroit Free Press and The Times Publishing Company, parties of the first part, hereinafter sometimes referred to as the "Publishers," and Detroit Typographical Union No. 18, party of the second part, hereinafter sometimes referred to as the "Union."

Section 1. It is hereby agreed that this contract, covering working conditions and scale of wages, shall be in effect from and including November 1, ~~1946~~ 1947 and that it shall be and continue in full force and effect until October 31, ~~1947~~ 1948 inclusive.

Section 2. If either party wishes to propose a change in wages, hours, or any of the conditions of this contract to take effect after October 31, ~~1947~~ 1948, it shall notify the other party to this contract in writing not less than sixty days prior to the expiration of this contract, and accompany such notification by a detailed statement of the changes desired. After receipt of the aforesaid notification and detailed statement from the proponent party, respondent party shall, not later than forty-five days prior to the expiration of the contract, file a counter-proposal, and if no such counter-proposal is filed within the time specified above, the respondent party shall be deemed to accept

Page Three

this contract as its counter-proposal. The proposals of either or both parties may be altered, augmented or entirely withdrawn at any time prior to the time the parties have reached a complete agreement. Representatives of the two parties must have a conference as soon as possible after the exchange of proposals, and not later than thirty-five days prior to the expiration of this contract, at which conference and all succeeding conferences every effort must be made to reach an agreement for a contract to supersede this contract at its expiration.

~~Section 3. The General Laws of the International Typographical Union in effect January 1, 1947, not in conflict with the terms hereof, shall be observed.~~

Sec. 3. If any provision of this agreement shall be invalid or violate the provision of any Federal or State law, the remainder of the agreement shall not be affected thereby.

Section 4. ~~The party of the first part hereby agrees to employ only members of Detroit Typographical Union in good standing to perform composing room work. Provided~~ this does not change existing conditions in each office with respect to unskilled help, except that as vacancies occur in positions held by such unskilled help, they shall be filled (if needed) by journeymen or apprentices.

This agreement shall cover composing room work, provided

Section 5. ~~The Union hereby agrees to furnish~~ at the scale of wages and under conditions provided in this contract, such number of members as may be required by the party of the first part for operation of their composing rooms.

(Union security to be discussed)

WAGE SCALE

Section 6. Commencing November 1, 1946, the scale of wages shall be as follows:

	Per Hour	Per Shift	Per Week
Day Work	$2.28	$17.10	$85.50
Night Work	2.4689	17.50	89.50
Third (Lobster) Shift	2.7259	18.40	92.00

To be discussed

Page Four

(10)

Section 7. (a) Beginning with the calendar year of ~~1939~~ 1948, all employees covered by this contract shall be entitled to one day's vacation with pay for each 16 days' pay (or major fraction) earned the preceding calendar year, such vacation in no case to exceed 15 days. If the office deems it necessary, the office may schedule vacations of two weeks and liquidate the third week in cash.

(b) Vacation credits may be liquidated only in the calendar year following the calendar year in which they are earned. Provided, in cases of withdrawal from the office prior to December 31 of any year, accrued vacation credits of that calendar year shall be paid to employee at time of termination of employment on a basis of one day's credit for each 16 days' pay earned during that year.

(c) In case employment ceases because of death of employee the value of accrued vacation credits shall be paid to the heir-at-law of the deceased.

(d) Fractional credits may not be carried forward from one year to another.

(e) No employee will be allowed to forego vacation or any part thereof in any calendar year for the purpose of adding to the length of vacation of any succeeding year.

(f) Time lost due to disability compensable under Section 47 herein shall be counted as time worked for the purpose of computing vacation credits to be liquidated in the following year.

(g) The rate of pay for vacation period shall be determined by the rate paid the employee in the two (2) weeks preceding the taking of vacation provided that in case of substitutes the rate shall be

that applicable to the majority of shifts worked by the substitute during the last two weeks in which he worked prior to taking his vacation.

(h) Vacation credits shall not be assignable.

(i) The days of the vacation period shall be consecutive but the weeks of vacation need not be consecutive.

(j) Vacations are to be taken in addition to any time off of employees because of accumulated overtime, or for any other reason.

(k) No employee shall be required to accept a vacation at any time except between May 15th and September 30th, except that, by mutual agreement between the member and the foreman, vacations may be scheduled outside the above period. Notwithstanding the above, it is understood that, in case of a shortage of competent men, or other unusual circumstances or emergency, the office may revise the vacation schedule. The employee affected by such revision shall be permitted to choose another period suiting his convenience provided such time is also convenient for the office.

(l) Insofar as possible, vacation periods shall be allotted by priority. In arranging vacation schedule, when other factors are equal, the employee having the greatest priority shall be given preference on first selection.

(m) Members on paid vacations have no right of substitution. The office retains the sole right of determining how many, if any, replacements are to be hired. ~~Nothing herein shall be construed as relieving the employer of maintaining the ratio of machinists as set forth in Sections 41 and 41-A~~

(n) The provisions of Section 33 shall not apply to the situations of employees on vacation.

Section 8. Day Work—Shifts beginning and ending between the hours of 7:00 A. M. and 6:00 P. M. shall be paid for at the rate established for day work.

Section 9. Night Work—Shifts beginning at or after 6:00 P. M. and before 8:31 P. M. shall be paid for at the rate established for night work.

Section 10. Third Shift—Shifts beginning at or after 8:31 P. M. and before 7:00 A. M. shall be paid for at the rate established for third (lobster) shift.

Section 11. Split Shifts—Shifts beginning during the hours established for day work and ending after 6:00 P. M. shall be classed as split shifts and paid for at the night rate. Provided, overtime worked at the end of a day shift shall not change such shift to a split shift.

Section 12. A split situation is a situation composed of a combination of day and/or night and/or lobster shifts. On such situations each shift shall comprise the hours prescribed herein for such shift. No shift on a situation shall be paid for at a lesser hourly rate than the majority of shifts on that situation.

Section 13. Employment of a substitute as extra upon the same class of work five day shifts or five night shifts within a financial week shall create a situation. For the purpose of this section, a third shift shall be construed as a night shift. Classes of work, for the purpose of this section, shall be defined as: (1) floor work, which shall comprise ad work, makeup, proof reading, proof press and bank work; (2) machine operators; (3) machinists; and (4) monotype caster men.

Page Seven

Section 14. Five days of 7½ hours each (exclusive of lunch time) shall constitute a day situation. Five nights of 7½ hours each (exclusive of lunch time) shall constitute a night situation. Five shifts of 6¾ hours each (exclusive of lunch time) within the period designated shall constitute a third (lobster) shift situation.

Section 15. All time worked in excess of the unit of hours constituting a regular shift shall be classed as overtime and shall be paid for at one and one-half times the regular hourly rate based upon the employee's regular wage.

Section 16. It shall be optional with the office to operate its composing room six or seven days a week and as many shifts as desired to meet requirements under the conditions set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman, and insofar as practicable the five shifts constituting a situation shall be consecutive. At all times there shall be such number of situations as are necessary to meet the minimum office requirements, thereby reducing to a minimum the number of extras employed. Notice of change of an off-day or off-night of a situation shall be posted by the foreman not later than the last day of the work-week of the situation affected, preceding the week the change is to take effect.

Section 17. ~~If the Union fails to furnish a sufficient number of competent members, the party of the first part may employ any members of the International Typographical Union that it can secure, and it may advertise for help in the name of Detroit Typographical Union No. 18. The Union agrees to facilitate by all means possible the obtaining of such members. No member of the Union shall~~ No employee shall

Page Eight

10-2

be required or permitted to hold a situation consisting of more than five days or five nights, or a combination of days and nights equivalent to five, in any one financial week.

Section 18. The limitations upon shifts imposed by Sections 14 and 17 shall not apply to the general foreman and the night shift foreman of newspapers party to this contract, provided that such foreman and night shift foreman shall confine themselves to non-mechanical work.

Section 19. Notice of discharge to reduce the force must be given prior to the ~~members~~ employee's quitting time on the last shift of the calendar week.

Section 20. Lunch time (length of which shall be regulated by the chapel and the foreman, but which shall be not less than 30 minutes nor more than 45 minutes) shall be designated by the foreman at the convenience of the office and shall not be paid for. No journeyman or apprentice shall work less than 3½ hours nor more than 4½ hours before taking the regular period of time for lunch. Provided, during overtime, lunch periods may be arranged between the foreman and chairman with due regards to the needs of publication.

Section 21. Payment for overtime shall be for actual time worked in excess of the unit of hours constituting a shift. Not less than time and one-half shall be paid for any shift worked in excess of five within a financial week. When ~~a member~~ an employee is required to work on a regular off-day or off-night, not less than the overtime rate shall be paid for such work performed. ~~Members~~ Employees not eligible to work at straight time rates shall not claim work nor be permitted to work except with prior approval of the foreman.

Section 22. Work done on evening newspapers on Sundays shall be paid for at time and one-half, each employee to receive at least the equivalent of a full day's pay at his regular wage.

Section 23. Work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such, shall be paid for at double time, each employee to receive at least the equivalent of a full day's pay at his regular wage. When the force is not called to work on a recognized holiday, ~~members~~ employees regularly scheduled to work on that day shall receive a full shift's pay at their regular wage. When a holiday falls on a normal off day or during the vacation period of a regular situation holder and he is not required to work he shall not be paid for the holiday.

Section 24. Holidays shall be from midnight to midnight of the day legally celebrated as such. The premium rate shall apply only to shifts regularly scheduled to start within the 24-hour holiday period and shall not be construed as applying to regular shifts which may overlap into any holiday. Change of starting times regularly scheduled within the 24-hour holiday period shall not change their status as holiday shifts.

Section 25. All of the type matter in local advertising, when mats or plates are furnished instead of copy, shall be reproduced. It is understood that this rule does not apply to the advertising of general advertisers who sell their products to an agent or their own branch stores in this or other cities, or syndicate matter. Resettable copy shall be placed "on the hook" within 36 hours from midnight of date of paper in which such copy appeared and no regular employee or available substitute shall be denied work or permitted to walk

10-3

out while there is sufficient work of this character to keep such regular or substitute employed for a day or more. To further illuminate the intent of this section, it is clearly understood by the Publishers that all advertising received in the form of copy by any Detroit Publisher shall be set by that Publisher and under no circumstances shall any Detroit Publisher seek to use a mat representing such copy without resetting same.

Section 26. All type matter set in the composing room must be read by ~~members of the Typographical Union~~ composing room employees covered hereby whether the proofs are read before or after the type is used.

FUNCTIONS OF THE FOREMAN

Section 27. The foreman shall be the judge of an employee's competency as a workman and of his physical condition to work.

Section 28. Foremen of printing offices have the right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, ~~or their rights under accepted International Typographical Union laws~~, and (4) to decrease the number of regular situations, such decrease to be accomplished upon the class of work indicated, by discharging in the reverse order of priority standing.

(a) ~~A member~~ An employee discharged to reduce the force shall be re-employed either as a regular or extra upon work he is competent to perform in the order of priority standing.

(b) Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous

service, if competent to perform the duties of the situation to be given out, shall have prior right to the first vacancy. ~~Members~~ Employees legally discharged, according to the provisions of this section, except to reduce the regular situations, may work in the office only at the option of the foreman.

(c) Employees exercising priority upon classes of work other than that upon which they have already established competency in the office may be held incompetent by the foreman without discharge from the office. Upon having been held incompetent upon a certain class of work, such employee may be barred from claiming that class of work for a period not to exceed six months.

Section 29. When ~~a member~~ an employee is discharged for any reason he may demand, and the foreman shall give in writing, the reasons for discharge; provided the demand shall be made within 72 hours after the ~~member~~ employee is informed of his discharge. ~~A member~~ An employee who desires to contest his discharge may appeal to the chapel and thence to the Union through the Executive Committee. After the decision of the chapel, and pending appeal to the Union, the matter shall be referred to the President of the Union and a representative of the office in which the discharge occurred, who shall endeavor to settle the dispute. Either party may appeal to the Joint Standing Committee against the Union's decision. If the discharged ~~member~~ employee is ordered reinstated, the Committee shall fix the sum due, if any, for time lost. ~~A member~~ An employee discharged for incompetency, neglect of duty, or a minor reason, shall not be denied the privilege of seeking work in the office for a period longer than six months.

Section 30. The office shall keep an authentic style posted.

10-4

(2298)

Section 31. All chapel meetings shall be held outside of working hours except in extraordinary emergencies.

Section 32. When an employee does not report or have a substitute ready within ten minutes after the hour for beginning work, the chairman of the chapel may put on a substitute in his place.

Section 33. All working time belongs to the office. The employees shall temporarily or permanently perform any duties pertaining to work in the composing room assigned to them by the foreman. Transfers shall not be made which are discriminatory to or evade priority rights of members. The regular hours of composition shall be regulated by the foreman and the chairman of the chapel in accordance with the requirements of the office. The foreman shall have the privilege of calling his regular force, or any part of it, to work at different hours. Starting time for a regular situation shall be the same at least four days during the work week; provided that, by mutual agreement between the foreman and the situation holder, such situation holder may accept three same starts. Notice of any change in starting time of a situation shall be given before quitting time on the previous shift. When a vacant situation is to be filled, or where the starting time of a situation is changed one hour or more, any situation holder competent to perform the work who has superior priority standing, may claim the new situation or starting time.

Section 34. Detroit Typographical Union No. 18 hereby reserves the right to define as struck work composition executed wholly or in part by non-members, and composition or other work coming from or destined for printing concerns which have been

declared by the union to be unfair, after which union members may refuse to handle the work classified as struck work.

Section 35. A journeyman working in an office for thirty working days shall be considered competent to hold a situation.

Section 36. Members not holding regular situations shall be classified as "substitutes" or "extras." Substitutes hired as office extras four days or less in any one payroll week in any one office shall be paid fifty cents (50c) per day in addition to the regular scale for the shift worked. In any payroll week, five days or more employment as an office extra in any office shall be paid at the regular scale. Provisions of this section shall not apply to shifts for which the overtime rate is paid, nor in cases where the member is not available to the office for five shifts during the financial week.

Persons

employee

Section 37. Any regular, substitute or apprentice starting work shall be paid his full day's wages unless voluntarily laying off or discharged for cause.

Section 38. Not less than ten hours shall elapse between the completion of a day's work and starting of another, except in cases of extraordinary emergency. Where an extra edition is issued and the Union is unable to furnish men who have had ten hours elapse from their quitting time, this shall be construed to be an extraordinary emergency under the terms of this section.

Section 39. Any member reporting at the established showup time for substitutes, if later put to work, shall be deemed to have started work at the regular showup time, shall be given a full day's pay, and shall cease work with the regular force.

person

10-5

Section 40. On Monotype casting machines one competent caster man shall be employed for each three machines, or major portion thereof, in operation.

Section 41. Competent machinists shall have charge of repairs, adjustments requiring tools, and all work connected with the maintenance and care of machines. Printer ~~members~~ employees shall not change liners, full magazines, start distributors, or perform any work connected with the maintenance and care of machines.

~~Section 41-A. Machinists when available, shall be employed in the following proportion to Linotype or Intertype machines in operation (covered by operators): From 5 to 12 machines, one (1) machinist; from 13 to 20 machines, two (2) machinists; for each additional 10 (or major fraction) machines, one additional machinist. Two of any other machines in use in the composing room, or a combination of one of each (Ludlows, Elrods, etc.), maintained and serviced by the machinists, shall be counted as one typesetting machine in maintaining the above ratio.~~

Section 42. When a regular situation holder, because of the issuance of an extra edition or other urgency, is called in to perform work at hours other than his regular starting time, he shall be paid $1.00 per day in addition to the wages stipulated in this contract for those hours. A call-in as provided in this section shall not be considered a change in starting time.

Section 43. Except as provided in Section 39 hereof, when an extra is called in to perform work upon an extra edition at hours other than his regular show-up time, he shall be paid $1.00 per day in addition to the wages stipulated in this contract for those hours.

Page Fifteen

Section 44. All starting times and days off shall be posted.

Section 45. Any ~~member~~ employee who, by reason of advanced years or physical disability, may not be capable of producing an average amount of work may, by agreement between employer and the Union, be paid less than the regular scale provided in this contract.

Section 46. It is agreed that, if any terms affecting wages, hours or working conditions, better than, or different from, those given in this agreement, or any concessions whatever are allowed by the party of the second part to any other English language daily newspaper having general circulation in the Metropolitan Detroit area during the life of this agreement, those said better or different terms or concessions shall be allowed immediately by the party of the second part to the party of the first part.

Section 47. The Publishers will pay the premiums for sickness and accident insurance issued by a company of their selection providing the following schedule of benefits for a period of 13 weeks:

Basic Weekly Earnings	Weekly Sickness and Non-Occupational Accident Benefit (beginning with 8th day)	Weekly Occupational Accident Benefit First Week	Weekly Occupational Accident Benefit 2nd Thru 13th Week
A. $20 but less than $30	$12.50	$12.50	$
B. $30 but less than $40	17.50	17.50	
C. $40 but less than $50	22.50	22.50	1.50
D. $50 but less than $60	27.50	27.50	6.50
E. $60 but less than $70	32.50	32.50	11.50
F. $70 but less than $80	37.50	37.50	16.50
G. $80 but less than $90	42.50	42.50	21.50
H. $90 and over	47.50	47.50	26.50

Page Sixteen

10-6

Eligibility will be on the basis now provided under the policy issued by Aetna Life Insurance Company.

(2300)

JOINT STANDING COMMITTEE

Section 48. Immediately after consummation of this contract a Joint Standing Committee of six members shall be appointed, three members of said committee to be named by the publisher, and three members by the Union. In case of a vacancy on the said Joint Standing Committee from any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation on the Joint Standing Committee the vacancy occurs.

(a) To the Joint Standing Committee shall be referred for settlement all disputes arising out of the operation of this agreement and all disputes regarding the interpretation of any portion of this agreement. When a difference arises as to the interpretation and application of any provision of this contract, the wages, hours and working conditions prevailing prior to the change out of which the difference arose, shall be preserved unchanged pending decision by the Joint Standing Committee. There shall be no interruption and work in the composing room shall continue until a decision is rendered. The foregoing does not require reinstatement of a discharged ~~member~~ employee pending a decision. The Joint Standing Committee must meet within ten (10) days (two (2) days in discharge cases) from the date on which either party hereto, through its authorized representatives, notifies the other party in writing that a meeting is desired, and shall proceed forthwith to settle any question before it. Such decision to be final and binding on both parties to this contract.

Page Seventeen

(b) If the Joint Standing Committee cannot reach an agreement on any dispute, including disputes regarding discharged men, within ten (10) days (this time may be extended by agreement) from the date on which the dispute is first considered by it, at the request of either party hereto they shall select a seventh member who shall be a disinterested party, and who shall act as chairman. Said seventh member may be selected in any manner agreed upon by the six members. If said six members fail to select a seventh member within twenty (20) days from the date on which either party requested selection of a seventh member, said seventh member shall be named by the President of Detroit Typographical Union No. 18, and the Chairman of the Special Standing Committee of the A.N.P.A., or their proxies, upon the request of either of the parties hereto. The Committee shall proceed with all dispatch possible to settle the dispute. It shall require the affirmative vote of at least four of the seven members to decide the issue, and the decision in all cases shall be final and binding on the parties hereto. The decision shall be signed by all members of the Committee, but is legal and binding when signed by a majority. ~~Provided, Local Union laws not affecting wages, hours or working conditions and the 1947 General Laws of the International Typographical Union shall not be arbitrated.~~

APPRENTICES

Section 49. An apprentice within the meaning of this contract is a beginner at the printers' trade, setting type and doing such other work as is required to learn the compositors' trade, done under instruction of a journeyman.

(10-7)

Page Eighteen

(a) All ~~registered~~ apprentices shall be between the ages of 17 and 25 years, and shall serve an apprenticeship of six years.

(b) In newspaper offices apprentices may be employed in the ratio of one to every ten journeymen, or a major fraction thereof, but at no time shall such number of apprentices exceed ten. Such maximum shall include machinist apprentices.

(c) Apprentices ~~shall be registered on the books of the Union and~~ shall be under the direction of the foreman and supervision of the chairman.

(d) Apprentices shall be governed as to hours, ~~regulations and laws~~ rates of wages paid and shop practices the same as are journeymen; provided that no apprentice be permitted to work on any shift or work overtime unless ten journeymen are employed on the shift or are working overtime.

(e) The foreman, the chairman and the local apprentice committee shall see that apprentices are duly instructed and advanced in their apprenticeship course in the office where they are employed ~~and in the I. T. U. Course of Lessons in Printing~~.

(f) Discharge of an apprentice by an employer after a continuous service of one or more years by said apprentice will not be allowed except for good and sufficient reason, such as might be applicable in the case of a journeyman.

(g) Each duly registered apprentice shall receive, during each six months' period of his term of

apprenticeship, a progressive course of instruction that shall familiarize him with the different branches of the compositors' art, as such office may embrace, and shall be distributed as follows:

First and second years at the direction of the foreman; provided, during the second year foreman shall, so far as is consistent with the requirements of the office, permit apprentices to engage in work which may facilitate their ~~pursuance of International Union Course of Lessons in Printing~~ progress.

Third and fourth years—Floor Work, make-up, ad corrections and ad composition. During the above period work shall be so divided that each apprentice shall devote at least six consecutive months to make-up.

Fifth year—Ad Composition. Last 3 months may be spent in proof room.

Sixth year—Exclusively machine operation.

(h) The minimum scale of wages to be paid apprentices shall bear the following proportions to the full scale of the shift on which they are employed:

First year, first 6 months	40 percent
First year, last 6 months	45 percent
Second year	50 percent
Third year	55 percent
Fourth year	60 percent
Fifth year	70 percent
Sixth year, first 6 months	75 percent
Sixth year, last 6 months	90 percent

Such increases to be conditional on satisfactory progress being made.

10-8

(2303)

~~Registered apprentices who have not completed three years of their apprenticeship and have been in the Armed Forces of the United States, or its Allies, for a period of one year or more, shall, upon return to the trade, be paid not less than the rate of pay for fourth-year apprentices.~~

(i) ~~The Local Union reserves the right to refuse to register apprentices who, in the opinion of the apprentice committee, have not the proper qualifications to become compositors. No apprentice will be allowed to start work in any office without first being examined by apprentice committee and being issued an apprentice card by the Union.~~

(j) The local apprenticeship committee and the foreman shall have the authority during the term of an apprentice to terminate the apprenticeship of any apprentice who does not show aptitude and proper qualifications for the work, or for any other good reason.

(k) In the offices where typesetting and typecasting machines are in use, and where one or more regular journeymen machinists are employed, one machinist apprentice may be employed who shall be allowed to do any machinist work assigned to him by the machinist in charge, which work shall finally embrace everything a machinist may be called upon to do. This term of apprenticeship shall be six years, and the scale of wages provided for compositor apprentices shall apply. ~~Application for machinist apprentices must be signed by the chairman of the apprenticeship committee and the Secretary-Treasurer of the Local Union.~~ At the completion of six years' apprenticeship,

machinist apprentices shall be required to take a six weeks' course of instruction. No machinist apprentice will be allowed to work without a journeyman machinist. No machinist apprentice shall be allowed to operate a keyboard for the setting of type; provided, nothing shall prevent him from setting lines to repair, adjust or test machines.

IN WITNESS WHEREOF we have hereunto set our hands and seals this ~~20th day of December, 1946~~ 1947

For Detroit Typographical Union No. 18:

C. G. SPARKMAN, President.

WM. H. HARRIS, Secretary-Treasurer.

For Detroit Publishers:

H. C. WEIDLER
The Detroit Free Press

C. D. BREWER
The Detroit News

W. H. MILLS
The Times Publishing Company

This agreement is approved as being in compliance with the laws of the International Typographical Union and the undersigned, on behalf of the Executive Council of the International Typographical Union, hereby pledges its full authority to the fulfillment thereof.

WOODRUFF RANDOLPH
Pres., International Typographical Union.

10-9

GENERAL COUNSEL'S EXHIBIT 36-K

DETROIT NEWSPAPER PUBLISHERS ASSOCIATION
732 Lafayette Building
DETROIT 26, MICHIGAN

October 29, 1947.

Detroit Typographical Union #18,
915 Transportation Building,
Detroit 26, Michigan.

Attention: Mr. C. G. Sparkman

Gentlemen:

At the close of the meeting between your scale committee and the publishers' committee on October 27, 1947, during which we had been unable to reach an acceptable solution of the problems confronting us, you suggested that the publishers state their position in writing. In complying with this request it will, of course, be impossible to cover all details of our discussions but in the interests of avoiding misunderstanding, effort will be made to summarize the significant points.

You opened these negotiations by a notice terminating the present contract and offering to meet for the purpose of "negotiating" conditions of employment.

In our first meeting you proposed that there be no contract of any kind and that we recognize that the only obligation of your union and your members would be to conform to unilateral conditions of employment set by the union. We rejected this proposal and counter-proposed that there be a contract.

After discussion with you we implemented our position that there be a contract by handing you a detailed proposal for a one year contract based upon the current agreement with only the deletions and additions we deemed necessary to conform to the law and with the assurance of our willingness to discuss the entire problem including such matters as union security and scale which we left blank.

In turn you counter-proposed and included therein the clauses prescribed by your International in its form P6(a). We have rejected this counter-proposal on the basis that it is both impractical and illegal, one of its most (but not only) serious defects being its provision for termination on 60 days' notice.

You have called attention to the fact that to date we have made you no proposal on wages and that this is a matter of grave importance to your members. We agreed with the importance of this matter but pointed out to you that until our negotiations reached a state where we could evaluate the entire situation we could make you no wage proposal. We also pointed out that historically scale was the final matter for determination in negotiations and so far we had apparently only begun.

To clarify, then, our position is that we must be assured of stable labor relations. To achieve this we must have a legal contract for a period of at least one year and when we have arrived at this position in our negotiations we will negotiate scale. To make this more specific we have offered and do hereby offer to sign with you a contract based upon our proposal made to you on October 16, 1947 (which takes away from you none of the fruits of past bargaining except those no longer permissible under the law) and to immediately undertake to negotiate scale, such scale to take effect November 1, 1947 if the matter is concluded by December 30, 1947, or retroactive for 60 days prior to settlement if agreement is not reached until after December 30. We will, of course, maintain the status quo with respect to wages, hours and all other existing conditions which are legal, pending consideration of the situation.

We are of the opinion that it is both necessary and possible to compose our differences along the lines we have suggested.

Very truly yours,
DETROIT NEWSPAPER PUBLISHERS ASSN.
/s/ Norman W. Applegarth
Executive Secretary.

NWA:g

GENERAL COUNSEL'S EXHIBIT 36-L.

DETROIT TYPOGRAPHICAL UNION NO. 18

915 Transportation Bldg.
131 West Lafayette Blvd.
Detroit 26, Michigan

October 30, 1947.

Mr. Norman Applegarth, Executive Secretary,
Detroit Newspaper Publishers Association,
732 Lafayette Building,
Detroit 26, Michigan.

Dear Mr. Applegarth:

This is in reference to your communication dated October 29, 1947, wherein you advise this Union of the Newspaper Publishers' refusal to bargain on wages unless the Union accepts the Newspaper Publishers' contract proposal made on October 16th.

It is noted that this is consistent with the position taken by the Newspaper Publishers in the joint scale meeting with Typographical and Mailer Scale Committees held October 27th. In that meeting the Newspaper Publishers plainly stated that they would not consider any revision in wages, hours or working conditions, unless the Unions accepted the basis for a contract demanded by the Newspaper Publishers. The Newspaper Publishers' Scale Committee further stated that if so demanded by the Union Scale Committees, they would discuss wages, hours and working conditions but that the Unions would be engaging in a futility.

We regard this as a failure on your part to bargain in good faith with respect to wages, hours and working conditions as required by Section 8(d), Labor Management Relations Act of 1947.

The existing contract between the Publishers and Detroit Typographical Union No. 18 expires October 31, 1947. Under date of October 23, 1947, this Union submitted a proposal for a contract with the various Publishers to take effect November 1, 1947. Section 15 of this proposal pertains to wages and was left open. The Union desires to amend Section 15 and makes the following wage proposal:

Day Shift—$2.827 per hour, $102.50 per week.
Night shift—$3.11 per hour, $108.85 per week.
Split shift—$3.42 per hour, $115.42 per week.
Lobster Shift—$3.76 per hour, $122.20 per week.

As of this date Detroit Typographical Union No. 18 is still not in receipt of a complete proposed contract from the Newspaper Publishers.

Very truly yours,
/s/ C. G. Sparkman,
President.

cc: Commissioner E. M. Sconyers, U. S. Conciliation Service.
Conciliator Archie E. Sims, State of Michigan Labor Mediation Bd.

GENERAL COUNSEL'S EXHIBIT 36-M

DETROIT MAILERS' UNION NUMBER FORTY
1963 National Bank Building
Detroit 26, Michigan

October 30, 1947

Mr. Norman Applegarth, Executive Secretary,
Detroit Newspaper Publishers Association,
732 Lafayette Building,
Detroit 26, Michigan.

Dear Mr. Applegarth:

This is in reference to your communication dated October 29, 1947, wherein you advise this Union of the Newspaper Publishers' refusal to bargain on wages unless the Union accepts the Newspaper Publishers' contract proposal made on October 16th.

It is noted that this is consistent with the position taken by the Newspaper Publishers in the joint scale meeting with the Typographical and Mailer Scale Committees held October 27th. In that meeting the Newspaper Publishers plainly stated that they would not consider any revision in wages, hours or working conditions, unless the Unions accepted the basis for a contract demanded by the Newspaper Publishers. The Newspaper Publishers' Scale Committee further stated that if so demanded by the Union Scale Committees, they would discuss wages, hours and working conditions but that the Unions would be engaging in a futility.

This is regarded as a failure on your part to bargain in good faith with respect to wages, hours and working conditions as required by Section 8(d), Labor Management Relations Act of 1947.

The existing contract between the Publishers and Detroit Mailers Union Number Forty expires October 31, 1947. Under date of October 23, 1947, this Union submitted a proposal for a contract with the Publishers to take effect November 1, 1947. Section 13 of this proposal pertains to wages and was left open. The Union desires to amend said Section 13 and makes the following wage proposal:

Sec. 13. The scale for journeyman mailers shall be:

Day shift—$18.10 per day or $90.50 per week of five days.

Night shift—$20.00 per night or $100.00 per week of 5 nights.

Lobster shift—$22.00 per lobster shift or $110.00 per week of five lobster shifts.

As of this date Detroit Mailers Union Number Forty is still not in receipt of a complete proposed contract from the Newspaper Publishers.

Sincerely,

/s/ Max Burns, President.

cc: Commissioner E. M. Sconyers, U. S. Conciliation Service.
Conciliator Archie E. Sims, State of Mich. Labor Mediation Board

Pet 59

DECEMBER 30, 1947

PUBLISHERS' PROPOSAL

AGREEMENT

Between

THE DETROIT NEWS
THE DETROIT FREE PRESS
THE TIMES PUBLISHING COMPANY

and

DETROIT MAILERS' UNION NO. 40,
INTERNATIONAL TYPOGRAPHICAL UNION

AGREEMENT between The Detroit News, The Detroit Free Press and The Times Publishing Company, parties of the first part, hereinafter sometimes referred to as the "Publishers," and Detroit Mailers' Union No. 40, a subordinate of the International Typographical Union, party of the second part, hereinafter sometimes referred to as the "Union."

1. This Agreement shall become effective on the 1st day of November, ~~1946~~ 1947, and shall continue in full force and effect to October 31, ~~1947~~ 1948.

2. If either party wishes to propose a change in any of the conditions of this contract to take effect on and after November 1, ~~1947~~ 1948, it shall notify the other party to this contract in writing not less than sixty (60) days prior to the expiration of this contract.

3. ~~The General Laws of the International Typographical Union in effect January 1, 1947, not in conflict with the terms hereof, shall be observed.~~

3. It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

4. ~~The Publishers agree to employ only members of Detroit Mailers' Union No. 40 in good standing to perform all work in connection with mailing room operation.~~

The foreman shall select (in accordance with priority), supervise and govern all employees in the mailing room, and shall have the right to transfer any employee to any position in the mailing department to facilitate efficient operation of the room.

5. ~~The Union agrees to furnish, at all~~ times during the life of this agreement, at the scale of wages herein provided, the number of competent journeymen and apprentices required for the proper operation of the mailing rooms of the Publishers.

Extras shall be furnished by the Union to make up the full complement of men required by the Publishers.

If the Union fails to furnish a sufficient number of competent members, the party of the first part may employ any mailer members (not affiliated with the Mailers' Trade District Union or The International Mailers' Union) of the International Typographical Union that it can secure, and it may advertise for such members in the name of Detroit Mailers' Union No. 40. The Union agrees to facilitate by all means possible, the securing of such members.

5. If any provision of this agreement shall be invalid or violate any federal or state law, such provision shall be inoperative but the remainder of the agreement shall not be affected thereby; to the extent that any of the provisions of Sections 4, 5, 7, 8, or 39 of the contract between the parties covering the period November 1, 1946 thru October 31, 1947 become lawful, they shall be immediately made effective for the remainder of the term hereof.

6. Not less than time-and one-half shall be paid for any shift worked in excess of

(19)

five within a financial week. When ~~a member~~ an employee is required to work on a regular off-day or off-night not less than the overtime rates shall be paid for such work performed.

~~Members~~ Employees not eligible to work at straight time rates shall not claim work nor be permitted to work except with prior approval of the foreman.

7. All hiring of substitutes, for either extra work or to fill regular situations, shall be in the order of priority standing.

Employees may exercise priority in claiming new shifts, new starting times and new off-days. Change in a starting time or shift of less than one hour shall not be open to claim.

~~If additional extras are needed after all substitutes in the office are hired, these extras shall be obtained through the Union.~~

8. ~~The~~ handling of incoming and outgoing papers from press room through and including platform work, all addressograph work in connection with mailing room operation, and all work now being performed by the mailing department, ~~shall be performed by members of Detroit Mailers' Union No. 40 in good standing.~~ This agreement covers all

9. ~~The journeyman scale of wages shall~~ be as follows: Increased wage scale to be negotiated.

	Per Hour	Per Shift	Per Week
Day Shift	$1.96	$14.70	$73.50
Night Shift	$2.12	$15.90	$79.50
Lobster Shift	$2.2714	$15.90	$79.50

10. When a mailing room employee is called back after the performance of his regular day's work, and after having left the office, he shall receive One ($1.00) Dollar extra for said call-back, plus the regular overtime rate for the actual time worked on said call-back, provided that in no case shall he receive less than one hour's pay at overtime rate in addition to the compensation for call-back.

11. When a regular situation holder, because of the issuance of an extra edition or other urgency, is called in to perform work at hours other than his regular starting time, he shall receive $1.00 extra for said call-in plus the regular overtime rate for time worked until beginning of regular shift.

A call-in as provided in this section shall not be considered a change of starting time.

12. On evening newspapers when an extra is called in by the office during night hours to perform work on an extra edition, he shall be paid as follows:

(a) If said extra is required to work not more than the unit of hours constituting a night shift, he shall receive overtime for the actual time worked with the guarantee of one and one-half shifts' pay at the night rate.

(b) If said extra is retained for a regular shift after completion of his work on

(19-1)

the extra edition, he shall receive overtime up to the time he commences on the regular shift, plus the wages stipulated in this contract for such shift, plus $1.00 for the call-in.

VACATIONS

13. (a) Beginning with the calendar year of ~~1947~~ 1948 all employees covered by this contract shall be entitled to one day's vacation with pay for each 16 days' pay (or major fraction) earned the preceding calendar year, such vacation in no case to exceed 15 days. If the office deems it necessary, the office may schedule vacations of two weeks and liquidate the third week in cash.

(b) Vacation credits may be liquidated only in the calendar year following the calendar year in which they are earned, except where employment ceases for any reason, or if employment is suspended by military or other leave of absence, the total accrued vacation credits shall be liquidated upon such cessation or suspension of employment.

(c) In case employment ceases because of death of employee the value of accrued vacation credits shall be paid to the heir-at-law of the deceased.

(d) Fractional credits may not be carried forward from one year to another.

(e) No employee will be allowed to forego vacation or any part thereof in any calendar year for the purpose of adding to the length of vacation in any succeeding year.

(f) Time lost due to disability compensable under Section 40 herein shall be counted as time worked for the purpose of computing vacation credits to be liquidated in the following year.

(g) The rate of pay for vacation period shall be determined by the scale applicable to the majority of shifts worked by the employee in the two (2) weeks preceding the taking of vacation.

(h) Vacation credits shall not be assignable.

(i) The days of the vacation period shall be consecutive.

(j) Vacations are to be taken in addition to any time off of employees on account of accumulated overtime, or for any other reason.

(k) No employee shall be required to accept a vacation at any time except between May 15th and September 30th, except that, by mutual agreement between the ~~members~~ employees and the foreman, vacations may be scheduled outside of the above period. Notwithstanding the above, it is understood that, in case of a shortage of competent men or other unusual circumstances or emergency, the office may revise the vacation schedule. The employee affected by such revision shall be permitted to choose another period suiting his convenience, provided such time is also convenient to the office.

19-2

(1) Insofar as possible, vacation periods shall be allotted by priority. In arranging vacation schedules, when other factors are equal the employee having the greatest priority shall be given preference.

14. Any ~~member~~ employee who, by reason of advanced years or physical disability, may not be capable of producing an average amount of work may, by agreement of Publishers and the Union, be paid less than the regular scale provided in this contract.

15. Journeymen and apprentices shall be paid for the actual number of shifts worked each week.

It shall be optional with the office to operate its mailing room six or seven days and/or nights a week, and as many shifts as desired to meet requirements under the conditions set forth in this contract.

The particular shifts constituting a situation shall be designated by the foreman, and, insofar as possible, the five shifts constituting a situation shall be consecutive.

At all times there shall be such number of situations as are necessary to meet the minimum office requirements, thereby reducing to a minimum the number of extras employed.

16. Notice of change of an off-day or off-night shall be posted by the foreman not later than the last day of the work-week of the ~~member~~ employee affected preceding the week the change is to take effect.

17. The foreman shall be the judge of an employee's competency as a workman and of his physical condition to work. A competent employee as used in this contract means a person who is sufficiently skilled and efficient in performing the work required to be done and performed in the mailing rooms of the Publishers.

18. Employment of substitutes as extras five shifts within a financial week shall automatically create a situation.

HOURS

19. (a) Five days of 7½ hours each (exclusive of lunch time) shall constitute a day situation.

(b) Five nights of 7½ hours each (exclusive of lunch time) shall constitute a night situation.

(c) Five shifts of 7 hours each (exclusive of lunch time) shall constitute a lobster shift situation.

(d) A split situation is one composed of a combination of day, night, lobster and/or split shifts, totalling five.

(e) For the purpose of this section, a double-header shift shall be considered two shifts. For example, three single shifts and a double-header shift shall constitute a five shift situation.

20. (a) Day Work—Shifts beginning and ending between the hours of 7:00 a. m. and 6:00 p. m. shall be paid for at the rate established for day work.

19-3

(2313)

(b) **Night Work**—Shifts beginning at or after 6:00 p. m. and before 11:01 p. m. shall be paid for at the rate established for night work.

(c) **Lobster Shift**—Shifts beginning at or after 11:01 p. m. and before 7:00 a. m. shall be paid for at the rate established for the lobster shift.

(d) Any shift running from day into night hours shall be a split shift, and shall take the night rate.

21. Notwithstanding the foregoing provisions, on morning newspapers any ~~members~~ employees other than those required to prepare wrappers, whose regular starting time is more than fifteen minutes prior to the scheduled starting time of the press run of the first edition shall receive the lobster shift rate, except on Saturday nights, when work may be commenced not earlier than 2:00 P.M. at the option of the Publishers, and at the regular night rate.

22. Except as hereinafter otherwise provided for double-header shifts on Saturday, whenever a regular situation shall consist of one or more split shifts and/or lobster shifts, or a combination of one or more day and night and/or lobster shifts, then all other shifts comprising such situation shall be paid for at the split shift rate, and at least ten hours shall elapse between the finish of one shift and the start of another.

It is specifically understood, however, when the only split shift, night shift, or lobster shift in a regular situation is the fifth shift worked on Saturday, then all shifts comprising such situation shall be paid for at the regular rate for the shift worked, except the fifth, which shall be paid for as hereinafter provided.

(a) Where work on the fifth shift, as aforesaid, is started prior to the start of the run of the first complete Sunday edition, if such shift extends from day into night hours it shall be paid for at the night rate.

(b) Where work on the fifth shift, as aforesaid, is started after the start of the run of the first complete Sunday edition, it shall be paid for at time and one-half of the rate for the shift worked.

23. Where ~~a member~~ an employee is called upon to work a double-header shift on Saturday and Saturday night, the second shift shall be paid for at time and one-half and shall consist of not less than the number of hours constituting the first shift.

24. Lunch time shall be thirty (30) minutes and shall be designated by the foreman at the convenience of the office and shall not be paid for; provided that no man shall be asked to work less than three and one-half (3½) hours nor more than four and one-half (4½) hours before taking such period of time off for lunch.

19-4

25. All time worked before or after in excess of the unit of hours constituting a regular shift shall be classed as overtime, and shall be paid for at one and one-half times the regular hourly rate, based upon the ~~member's~~ regular wage. employee's (2314)

26. Overtime shall not change the status of a shift.

27. The following days are the recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, and shall be paid for as follows:

(a) Where such recognized holiday falls on an employee's regularly scheduled work-day, and he is not required to work by the office, he shall receive a full shift's pay at straight time rates.

Where a holiday falls on a normal off-day or during the vacation period of a regular situation holder and he is not required to work he shall not be paid for the holiday.

(b) Where an employee is required by the office to work on such recognized holiday he shall receive double time for the shift worked consisting of not less than the number of hours constituting the shift.

(c) Holidays shall begin at midnight on the previous day and continue to midnight on the holiday itself. Any shift starting during the hours constituting the holiday shall be paid for at the holiday rate.

(d) Work on Sundays (except during regular night shift hours on the Detroit Free Press) shall be paid for at time and one-half the rate for the shift worked and shall consist of not less than the number of hours constituting the shift.

All work on Sundays on The Detroit Free Press during regular night shift hours shall be paid for at straight time rates.

28. Notice to reduce the force must be given prior to the ~~member's~~ employee's quitting time on the previous shift.

Reduction in the force shall result in the situation holder with the lowest priority standing in the office being discharged first.

29. Except where size or condition of paper, or insert, render such minimum impracticable, the standard of competency for inserting of papers shall be based upon the following minimum per man. Provided papers to be inserted shall be prepared and made ready for inserting.

Single	insert—1500 per hour
Double	insert—1000 per hour
Triple	insert— 700 per hour

30. When an employee does not report or have a substitute ready within ten minutes after starting time, the chapel chairman may put on a substitute in his place.

31. All working time belongs to the office. The employees shall temporarily or permanently perform any duties pertaining to work

19-5

(2315)

in the mailing room assigned to them by the foreman.

The regular hours of mailing shall be regulated by the foreman in accordance with the requirements of the office. In conformity with present practice, the foreman shall notify the chapel chairman of changes.

The foreman shall have the privilege of calling his regular force, or any part of it, to work at different hours; provided the starting time for each situation holder shall be the same at least four days during the work-week.

Notice of any change in starting time of a situation shall be given before quitting time on the previous shift.

No man shall be allowed to leave the office during working hours, except with the permission of the foreman.

32. All chapel meetings shall be held outside of working hours except in emergencies, and then only in a manner which does not delay editions.

33. The foreman shall employ all help and may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under accepted International Typographical Union laws.

34. Any regular, substitute or apprentice starting work shall be paid his full shift's

wages unless voluntarily laying off or discharged for cause.

35. Any member reporting at the established show-up time for substitutes, if later put to work, shall be deemed to have started at the regular show-up time, shall be given a full shift's pay, and shall cease work with the regular force.

36. Detroit Mailers' Union No. 40 at all times has the right to define as struck work composition executed wholly or in part by non-members, and composition or other work coming from or destined for printing concerns which have been declared by the Union to be unfair, after which Union members may refuse to handle the work classified as struck work.

37. It is agreed that, if any terms affecting wages, hours or working conditions better than, or different from, those given in this agreement, or any concessions whatever, are allowed by the Union to any other daily English language newspaper within the metropolitan area of Detroit during the life of this agreement, those said better or different terms or concessions shall be allowed immediately by the Union to the Publisher.

JOINT STANDING COMMITTEE

38. Immediately after execution of this contract a Joint Standing Committee of six members shall be appointed; three members of said Committee to be named by the Pub-

(19-16)

person

So far as permissible under the law

lishers, and three members by the Union. In case of a vacancy on the said Joint Standing Committee from any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation on the Joint Standing Committee the vacancy occurs.

(a) To the Joint Standing Committee shall be referred for settlement all disputes arising out of the operation of this agreement; all disputes regarding discharge cases in accordance with paragraph (c) of this section and all disputes regarding the interpretation of any portion of this agreement.

When a difference arises as to interpretation and application of any provision of this contract, the wages, hours and working conditions prevailing prior to the change out of which the difference arose shall be preserved unchanged pending decision by the Joint Standing Committee. There shall be no interruption and work in the mailing room shall continue until a decision is rendered. The foregoing does not require reinstatement of a discharged ~~member~~ employee pending a decision.

The Joint Standing Committee must meet within ten (10) days from the date on which either party hereto, through its authorized representative, notifies the other party in writing that a meeting is desired, and shall proceed forthwith to settle

any questions before it. Such decision to be final and binding on both parties to this contract.

(b) If the Joint Standing Committee cannot reach an agreement on any dispute, including disputes regarding discharged men, within ten (10) days (this time may be extended by agreement) from the date on which the dispute is first considered by it, at the request of either party hereto they shall select a seventh member who shall be a disinterested party, and who shall act as chairman. Said seventh member may be selected in any manner agreed upon by the six members. If said six members fail to select a seventh member within twenty (20) days from the date on which either party requested selection of a seventh member, said seventh member shall be named by the President of the Detroit Allied Printing Trades Council and the Chairman of the Special Standing Committee of the American Newspaper Publishers' Association of their proxies, upon the request of either of the parties hereto.

The Committee shall proceed with all dispatch possible to settle the dispute. It shall require the affirmative vote of at least four of the seven members to decide the issue, and the decision in all cases shall be final and binding on the parties hereto. The decision shall be signed by all members

19-7

of the Committee, but is legal and binding when signed by a majority.

Provided Local Union laws not affecting wages, hours and working conditions and the 1947 General Laws of the International Typographical Union shall not be arbitrated.

(c) When ~~a member~~ an employee is discharged for any reason he may demand and the foreman shall give in writing the reasons for discharge; provided the demand shall be made within seventy-two (72) hours after the ~~member~~ employee is informed of his discharge.

~~A member~~ An employee who desires to contest his discharge may appeal to a meeting of the chapel. If the chapel orders the ~~member~~ employee reinstated and the foreman fails or refuses to reinstate the matter shall at once be referred to the President of the Union and a representative of the office in which the discharge occurred. These two shall endeavor to settle the dispute. If no settlement is reached appeal may be made to the Union.

Either party to the contract may appeal to the Joint Standing Committee against the Union's decision.

If the discharged ~~member~~ employee is ordered reinstated, the Committee shall fix the sum due, if any, for lost time. ~~A member~~ An employee discharged for incompetency, neglect of duty, or a minor reason, shall not be denied the privilege of seeking work in the office for a period longer than six months.

APPRENTICES

39. An apprentice within the meaning of this contract is a beginner at the mailers' trade. He shall do such work as is required to learn the mailers' trade under the instruction of a journeyman.

Apprentices may be employed at the option of the Publisher in the ratio of one to every ten journeymen or major fraction thereof; provided this ratio shall be maintained in regular hours and on overtime work, and no apprentice shall be permitted to work on any shift or work overtime unless ten (10) journeymen are employed on this shift or are working overtime.

Provided, not more than four (4) apprentices shall be employed in any one office, except if journeymen are not available the above ratio may be invoked to its limit.

(a) All apprentices before entering the mailing trade shall ~~be approved by the Union and shall~~ pass a medical examination acceptable to both parties hereto, and shall be between the ages of seventeen (17) and twenty-one (21) years, and shall serve an apprenticeship of six (6) years, except that by agreement between the Publisher and the Union, ~~the Bureau of Education of the ITU may be requested to upgrade an apprentice~~ an apprentice may be upgraded when he has shown he has applied himself to his work sufficiently to warrant advancement.

19-8

(b) Apprentices shall be ~~registered on the books of the Union and shall be~~ under the direction of the foreman and supervision of the Chairman.

(2318)

(c) The rights and obligations of apprentices under the terms of this contract shall be the same as those of journeymen.

No apprentice shall leave one office and enter another without the joint written consent of the Publishers and the President of the Union.

(d) The minimum scale of wages to be paid apprentices shall bear the following proportions to the scale herein provided for journeymen:

1st year—50 per cent
2nd year—55 per cent
3rd year—60 per cent
4th year—65 per cent
5th year—75 per cent
6th year—85 per cent

(e) Such increases to be conditional on satisfactory progress being made in the judgment of the foreman in conjunction with the local apprenticeship committee.

(f) The foreman and the chapel chairman shall see that apprentices are afforded every opportunity to learn all classifications of the trade.

(g) When apprentices show proficiency in one branch they must be advanced to other classes of work.

(h) The foreman and the local apprenticeship committee shall have the authority during the term of an apprenticeship to terminate the apprenticeship of any apprentice who does not show an aptitude and proper qualifications for the work, or for any other good reason.

40. SICK AND ACCIDENT COVERAGE:

The Publishers will pay the premium for sickness and accident insurance issued by a company of their selection providing the following schedule of benefits for a period of 13 weeks:

BASIC WEEKLY EARNINGS	Weekly Sickness and Non-Occupational Accident Benefit (beginning with 8th day)	Weekly Occupational Accident Benefit First Week	Weekly Occupational Accident Benefit 2nd Thru 13th Week
A. $20 but less than $30	$12.50	$12.50	$ .....
B. $30 but less than $40	17.50	17.50	.....
C. $40 but less than $50	22.50	22.50	1.50
D. $50 but less than $60	27.50	27.50	6.50
E. $60 but less than $70	32.50	32.50	11.50
F. $70 but less than $80	37.50	37.50	16.50
G. $80 but less than $90	42.50	42.50	21.50
H. $90 and over	47.50	47.50	26.50

Eligibility will be on the basis now provided under the policy issued by Aetna Life Insurance Company.

(19-9)

IN WITNESS WHEREOF we have hereunto set our hands and seals ~~this ninth day of December, 1946~~.

THE DETROIT NEWS
J. C. Montgomery,
Business Manager

THE TIMES PUBLISHING COMPANY
W. H. Mills,
Business Manager

THE DETROIT FREE PRESS
H. C. Weidler,
Business Manager

DETROIT MAILERS' UNION No. 40
Max Burns,
President
Clarence Northwood
Vice-President
Basil F. Thiel,
Secretary-Treasurer

This agreement is approved as being in compliance with the laws of the ITU and the undersigned, on behalf of the Executive Council of the ITU, hereby pledges its full authority to the fulfillment thereof.

Woodruff Randolph
President, International Typographical Union.

Dated at Indianapolis, December 7, 1946

19-10

AGREEMENT

Between
THE DETROIT NEWS
THE DETROIT FREE PRESS
THE TIMES PUBLISHING COMPANY
and
DETROIT TYPOGRAPHICAL UNION NO. 18

PUBLISHERS' PROPOSAL
DEC. 30, 1947.

2321

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Agreement between The Detroit News, The Detroit Free Press and The Times Publishing Company, parties of the first part, hereinafter sometimes referred to as the "Publishers," and Detroit Typographical Union No. 18, party of the second part, hereinafter sometimes referred to as the "Union."

Section 1. It is hereby agreed that this contract, covering working conditions and scale of wages, shall be in effect from and including November 1, ~~1946~~ 1947, and that it shall be and continue in full force and effect until October 31, ~~1947~~ 1948, inclusive.

Section. 2. If either party wishes to propose a change in wages, hours, or any of the conditions of this contract to take effect after October 31, ~~1947~~ 1948, it shall notify the other party to this contract in writing not less than sixty days prior to the expiration of this contract, and accompany such notification by a detailed statement of the changes desired. After receipt of the aforesaid notification and detailed statement from the proponent party, respondent party shall, not later than forty-five days prior to the expiration of the contract, file a counter-proposal, and if no such counter-proposal is filed within the time specified above, the respondent party shall be deemed to accept

this contract as its counter-proposal. The proposals of either or both parties may be altered, augmented or entirely withdrawn at any time prior to the time the parties have reached a complete agreement. Representatives of the two parties must have a conference as soon as possible after the exchange of proposals, and not later than thirty-five days prior to the expiration of this contract, at which conference and all succeeding conferences every effort must be made to reach an agreement for a contract to supersede this contract at its expiration.

Section 3. ~~The General Laws of the International Typographical Union in effect January 1, 1947, not in conflict with the terms hereof, shall be observed.~~

Sec. 3. It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

Section 4. ~~The party of the first part hereby agrees to employ only members of Detroit Typographical Union in good standing to perform composing room work. Provided~~ this does not change existing conditions in each office with respect to unskilled help, except that as vacancies occur in positions held by such unskilled help, they shall be filled (if needed) by journeymen or apprentices.

This agreement shall cover composing room work, provided

Section 5. ~~The Union hereby agrees to furnish at the scale of wages and under conditions provided in this contract, such number of members as may be required by the party of the first part for operation of their composing rooms.~~

Sec. 5. If any provision of this agreement shall be invalid or violate any federal or state law, such provision shall be inoperative but the remainder of the agreement shall not be affected thereby; to the extent that any of the provisions of Sections 4, 5, 17, 38 or 40 of the contract between the parties covering the period November 1, 1946 thru October 31, 1947 become lawful, they shall be immediately made effective for the remainder of the term hereof.

WAGE SCALE

Section 6. ~~Commencing November 1, 1946, the~~ scale of wages shall be as follows:

	Per Hour	Per Shift	Per Week
Day Work	$2.28	~~$17.10~~	~~$85.50~~
Night Work	2.4689	17.90	~~89.50~~
~~Third~~ (Lobster) Shift	~~2.7859~~	~~18.40~~	~~92.00~~

Increased wage scale to be negotiated.

Section 7. (a) Beginning with the calendar year of ~~1941~~ 1943, all employees covered by this contract shall be entitled to one day's vacation with pay for each 16 days' pay (or major fraction) earned the preceding calendar year, such vacation in no case to exceed 15 days. If the office deems it necessary, the office may schedule vacations of two weeks and liquidate the third week in cash.

2322

(b) Vacation credits may be liquidated only in the calendar year following the calendar year in which they are earned. Provided, in cases of withdrawal from the office prior to December 31 of any year, accrued vacation credits of that calendar year shall be paid to employee at time of termination of employment on a basis of one day's credit for each 16 days' pay earned during that year.

(c) In case employment ceases because of death of employee the value of accrued vacation credits shall be paid to the heir-at-law of the deceased.

(d) Fractional credits may not be carried forward from one year to another.

(e) No employee will be allowed to forego vacation or any part thereof in any calendar year for the purpose of adding to the length of vacation of any succeeding year.

(f) Time lost due to disability compensable under Section 47 herein shall be counted as time worked for the purpose of computing vacation credits to be liquidated in the following year.

(g) The rate of pay for vacation period shall be determined by the rate paid the employee in the two (2) weeks preceding the taking of vacation provided that in case of substitutes the rate shall be

that applicable to the majority of shifts worked by the substitute during the last two weeks in which he worked prior to taking his vacation.

(h) Vacation credits shall not be assignable.

(i) The days of the vacation period shall be consecutive but the weeks of vacation need not be consecutive.

(j) Vacations are to be taken in addition to any time off of employees because of accumulated overtime, or for any other reason.

(k) No employee shall be required to accept a vacation at any time except between May 15th and September 30th, except that, by mutual agreement employee between the ~~member~~ and the foreman, vacations may be scheduled outside the above period. Notwithstanding the above, it is understood that, in case of a shortage of competent men, or other unusual circumstances or emergency, the office may revise the vacation schedule. The employee affected by such revision shall be permitted to choose another period suiting his convenience provided such time is also convenient for the office.

(l) Insofar as possible, vacation periods shall be allotted by priority. In arranging vacation schedule, when other factors are equal, the employee having the greatest priority shall be given preference on first selection. employees

(m) ~~Members~~ on paid vacations have no right of substitution. The office retains the sole right of determining how many, if any, replacements are to be hired. Nothing herein shall be construed as relieving the employer of maintaining the ratio of machinists as set forth in Sections 41 and 41-A.

20-1

(n) The provisions of Section 33 shall not apply to the situations of employees on vacation.

(2323)

Section 8. Day Work—Shifts beginning and ending between the hours of 7:00 A. M. and 6:00 P. M. shall be paid for at the rate established for day work.

Section 9. Night Work—Shifts beginning at or after 6:00 P. M. and before 8:31 P. M. shall be paid for at the rate established for night work.

Section 10. Third Shift—Shifts beginning at or after 8:31 P. M. and before 7:00 A. M. shall be paid for at the rate established for third (lobster) shift.

Section 11. Split Shifts—Shifts beginning during the hours established for day work and ending after 6:00 P. M. shall be classed as split shifts and paid for at the night rate. Provided, overtime worked at the end of a day shift shall not change such shift to a split shift.

Section 12. A split situation is a situation composed of a combination of day and/or night and/or lobster shifts. On such situations each shift shall comprise the hours prescribed herein for such shift. No shift on a situation shall be paid for at a lesser hourly rate than the majority of shifts on that situation.

Section 13. Employment of a substitute as extra upon the same class of work five day shifts or five night shifts within a financial week shall create a situation. For the purpose of this section, a third shift shall be construed as a night shift. Classes of work, for the purpose of this section, shall be defined as: (1) floor work, which shall comprise ad work, makeup, proof reading, proof press and bank work; (2) machine operators; (3) machinists; and (4) monotype caster men.

Page Seven

Section 14. Five days of 7½ hours each (exclusive of lunch time) shall constitute a day situation. Five nights of 7¼ hours each (exclusive of lunch time) shall constitute a night situation. Five shifts of 6¾ hours each (exclusive of lunch time) within the period designated shall constitute a third (lobster) shift situation.

Section 15. All time worked in excess of the unit of hours constituting a regular shift shall be classed as overtime and shall be paid for at one and one-half times the regular hourly rate based upon the employee's regular wage.

Section 16. It shall be optional with the office to operate its composing room six or seven days a week and as many shifts as desired to meet requirements under the conditions set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman, and insofar as practicable the five shifts constituting a situation shall be consecutive. At all times there shall be such number of situations as are necessary to meet the minimum office requirements, thereby reducing to a minimum the number of extras employed. Notice of change of an off-day or off-night of a situation shall be posted by the foreman not later than the last day of the work-week of the situation affected, preceding the week the change is to take effect.

Section 17. ~~If the Union fails to furnish a sufficient number of competent members, the party of the first part may employ any members of the International Typographical Union that it can secure, and it may advertise for help in the name of Detroit Typographical Union No. 18. The Union agrees to facilitate by all means possible the obtaining of such members. No member of the Union shall~~ No employee shall

20-2,

Page Eight

be required or permitted to hold a situation consisting of more than five days or five nights, or a combination of days and nights equivalent to five, in any one financial week.

Section 18. The limitations upon shifts imposed by Sections 14 and 17 shall not apply to the general foreman and the night shift foreman of newspapers party to this contract, provided that such foreman and night shift foreman shall confine themselves to non-mechanical work.

Section 19. Notice of discharge to reduce the force must be given prior to the ~~member's~~ employee's quitting time on the last shift of the calendar week.

Section 20. Lunch time (length of which shall be regulated by the chapel and the foreman, but which shall be not less than 30 minutes nor more than 45 minutes) shall be designated by the foreman at the convenience of the office and shall not be paid for. No journeyman or apprentice shall work less than 3½ hours nor more than 4½ hours before taking the regular period of time for lunch. Provided, during overtime, lunch periods may be arranged between the foreman and chairman with due regards to the needs of publication.

Section 21. Payment for overtime shall be for actual time worked in excess of the unit of hours constituting a shift. Not less than time and one-half shall be paid for any shift worked in excess of five within a financial week. When an employee is required to work on a regular off-day or off-night, not less than the overtime rate shall be paid for such work performed. ~~Members~~ employees not eligible to work at straight time rates shall not claim work nor be permitted to work except with prior approval of the foreman.

Section 22. Work done on evening newspapers on Sundays shall be paid for at time and one-half, each employee to receive at least the equivalent of a full day's pay at his regular wage.

Section 23. Work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such, shall be paid for at double time, each employee to receive at least the equivalent of a full day's pay at his regular wage. When the force is not called to work on a recognized holiday, ~~members~~ employees regularly scheduled to work on that day shall receive a full shift's pay at their regular wage. When a holiday falls on a normal off day or during the vacation period of a regular situation holder and he is not required to work he shall not be paid for the holiday.

Section 24. Holidays shall be from midnight to midnight of the day legally celebrated as such. The premium rate shall apply only to shifts regularly scheduled to start within the 24-hour holiday period and shall not be construed as applying to regular shifts which may overlap into any holiday. Change of starting times regularly scheduled within the 24-hour holiday period shall not change their status as holiday shifts.

Section 25. All of the type matter in local advertising, when mats or plates are furnished instead of copy, shall be reproduced. It is understood that this rule does not apply to the advertising of general advertisers who sell their products to an agent or their own branch stores in this or other cities, or syndicate matter. Resettable copy shall be placed "on the hook" within 36 hours from midnight of date of paper in which such copy appeared and no regular employee or available substitute shall be denied work or permitted to walk

out while there is sufficient work of this character to keep such regular or substitute employed for a day or more. To further illuminate the intent of this section, it is clearly understood by the Publishers that all advertising received in the form of copy by any Detroit Publisher shall be set by that Publisher and under no circumstances shall any Detroit Publisher seek to use a mat representing such copy without resetting same.

(2325)

Section 26. All type matter set in the composing room must be read by ~~members of the Typographical Union~~ composing room employees covered hereby whether the proofs are read before or after the type is used.

FUNCTIONS OF THE FOREMAN

Section 27. The foreman shall be the judge of an employee's competency as a workman and of his physical condition to work.

Section 28. Foremen of printing offices have the right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical Union laws, and (4) to decrease the number of regular situations, such decrease to be accomplished upon the class of work indicated, by discharging in the reverse order of priority standing.

(a) ~~A member~~ discharged to reduce the force shall be re-employed either as a regular or extra upon work he is competent to perform in the order of priority standing. An employee

(b) Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous

service, if competent to perform the duties of the situation to be given out, shall have prior right to the first vacancy. ~~Members~~ legally discharged, according to the provisions of this section, except to reduce the regular situations, may work in the office only at the option of the foreman. employees

(c) Employees exercising priority upon classes of work other than that upon which they have already established competency in the office may be held incompetent by the foreman without discharge from the office. Upon having been held incompetent upon a certain class of work, such employee may be barred from claiming that class of work for a period not to exceed six months.

Section 29. When ~~a member~~ is discharged for any reason he may demand, and the foreman shall give in writing, the reasons for discharge; provided the demand shall be made within 72 hours after the ~~member~~ is informed of his discharge. ~~A member~~ who desires to contest his discharge may appeal to the chapel and thence to the Union through the Executive Committee. After the decision of the chapel, and pending appeal to the Union, the matter shall be referred to the President of the Union and a representative of the office in which the discharge occurred, who shall endeavor to settle the dispute. Either party may appeal to the Joint Standing Committee against the Union's decision. If the discharged ~~member~~ is ordered reinstated, the Committee shall fix the sum due, if any, for time lost. ~~A member~~ discharged for incompetency, neglect of duty, or a minor reason, shall not be denied the privilege of seeking work in the office for a period longer than six months.

An employee

employee

An employee

employee

An employee

Section 30. The office shall keep an authentic style posted.

An employee

20-4

Section 31. All chapel meetings shall be held outside of working hours except in extraordinary emergencies.

Section 32. When an employee does not report or have a substitute ready within ten minutes after the hour for beginning work, the chairman of the chapel may put on a substitute in his place.

Section 33. All working time belongs to the office. The employees shall temporarily or permanently perform any duties pertaining to work in the composing room assigned to them by the foreman. Transfers shall not be made which are discriminatory to or evade priority rights of ~~members~~ employees. The regular hours of composition shall be regulated by the foreman and the chairman of the chapel in accordance with the requirements of the office. The foreman shall have the privilege of calling his regular force, or any part of it, to work at different hours. Starting time for a regular situation shall be the same at least four days during the work week; provided that, by mutual agreement between the foreman and the situation holder, such situation holder may accept three same starts. Notice of any change in starting time of a situation shall be given before quitting time on the previous shift. When a vacant situation is to be filled, or where the starting time of a situation is changed one hour or more, any situation holder competent to perform the work who has superior priority standing, may claim the new situation or starting time.

Section 34. Detroit Typographical Union No. 18 hereby reserves the right to define as struck work composition executed wholly or in part by non-members, and composition or other work coming from or destined for printing concerns which have been

declared by the union to be unfair, after which union members may refuse to handle the work classified as struck work.

Section 35. A journeyman working in an office for thirty working days shall be considered competent to hold a situation.

Section 36. ~~Members~~ not holding regular situations shall be classified as "substitutes" or "extras." Substitutes hired as office extras four days or less in any one payroll week in any one office shall be paid fifty cents (50c) per day in addition to the regular scale for the shift worked. In any payroll week, five days or more employment as an office extra in any office shall be paid at the regular scale. Provisions of this section shall not apply to shifts for which the overtime rate is paid, nor in cases where the ~~member~~ is not available to the office for five shifts during the financial week.

Section 37. Any regular, substitute or apprentice starting work shall be paid his full day's wages unless voluntarily laying off or discharged for cause.

Section 38. Not less than ten hours shall elapse between the completion of a day's work and starting of another, except in cases of extraordinary emergency. ~~Where~~ An extra edition ~~is issued and the Union is unable to furnish men who have had ten hours elapse from their quitting time, this~~ shall be construed to be an extraordinary emergency under the terms of this section.

Section 39. Any ~~member~~ reporting at the established showup time for substitutes, if later put to work, shall be deemed to have started work at the regular showup time, shall be given a full day's pay, and shall cease work with the regular force.

20-5

(2327)

Section 40. On Monotype casting machines one competent caster man shall be employed for each three machines, or major portion thereof, in operation.

Section 41. Competent machinists shall have charge of repairs, adjustments requiring tools, and all work connected with the maintenance and care of machines. Printer ~~members~~ shall not change liners, full magazines, start distributors, or perform any work connected with the maintenance and care of machines.

employees

Section 41-A. Machinists, when available, shall be employed in the following proportion to Linotype or Intertype machines in operation (covered by operators): From 5 to 12 machines, one (1) machinist; from 13 to 20 machines, two (2) machinists; for each additional 10 (or major fraction) machines, one additional machinist. Two of any other machines in use in the composing room, or a combination of one of each (Ludlows, Elrods, etc.), maintained and serviced by the machinists, shall be counted as one typesetting machine in maintaining the above ratio.

Section 42. When a regular situation holder, because of the issuance of an extra edition or other urgency, is called in to perform work at hours other than his regular starting time, he shall be paid $1.00 per day in addition to the wages stipulated in this contract for those hours. A call-in as provided in this section shall not be considered a change in starting time.

Section 43. Except as provided in Section 39 hereof, when an extra is called in to perform work upon an extra edition at hours other than his regular show-up time, he shall be paid $1.00 per day in addition to the wages stipulated in this contract for those hours.

Section 44. All starting times and days off shall be posted.

employees

Section 45. Any ~~members~~ who, by reason of advanced years or physical disability, may not be capable of producing an average amount of work may, by agreement between employer and the Union, be paid less than the regular scale provided in this contract.

Section 46. It is agreed that, if any terms affecting wages, hours or working conditions, better than, or different from, those given in this agreement, or any concessions whatever are allowed by the party of the second part to any other English language daily newspaper having general circulation in the Metropolitan Detroit area during the life of this agreement, those said better or different terms or concessions shall be allowed immediately by the party of the second part to the party of the first part.

Section 47. The Publishers will pay the premiums for sickness and accident insurance issued by a company of their selection providing the following schedule of benefits for a period of 13 weeks:

Basic Weekly Earnings	Weekly Sickness and Non-Occupational Accident Benefit (beginning with 8th day)	Weekly Occupational Accident Benefit First Week	Weekly Occupational Accident Benefit 2nd Thru 13th Week
A. $20 but less than $30	$12.50	$12.50	$
B. $30 but less than $40	17.50	17.50	
C. $40 but less than $50	22.50	22.50	1.50
D. $50 but less than $60	27.50	27.50	6.50
E. $60 but less than $70	32.50	32.50	11.50
F. $70 but less than $80	37.50	37.50	16.50
G. $80 but less than $90	42.50	42.50	21.50
H. $90 and over	47.50	47.50	26.50

20-6

Eligibility will be on the basis now provided under the policy issued by Aetna Life Insurance Company.

JOINT STANDING COMMITTEE

Section 48. Immediately after consummation of this contract a Joint Standing Committee of six members shall be appointed, three members of said committee to be named by the publisher, and three members by the Union. In case of a vacancy on the said Joint Standing Committee from any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation on the Joint Standing Committee the vacancy occurs.

(a) To the Joint Standing Committee shall be referred for settlement all disputes arising out of the operation of this agreement and all disputes regarding the interpretation of any portion of this agreement. When a difference arises as to the interpretation and application of any provision of this contract, the wages, hours and working conditions prevailing prior to the change out of which the difference arose, shall be preserved unchanged pending decision by the Joint Standing Committee. There shall be no interruption and work in the composing room shall continue until a decision is rendered. The foregoing does not require reinstatement of a discharged ~~member~~ pending a decision. The Joint Standing Committee must meet within ten (10) days (two (2) days in discharge cases) from the date on which either party hereto, through its authorized representatives, notifies the other party in writing that a meeting is desired, and shall proceed forthwith to settle any question before it. Such decision to be final and binding on both parties to this contract.

Page Seventeen

(b) If the Joint Standing Committee cannot reach an agreement on any dispute, including disputes regarding discharged men, within ten (10) days (this time may be extended by agreement) from the date on which the dispute is first considered by it, at the request of either party hereto they shall select a seventh member who shall be a disinterested party and who shall act as chairman. Said seventh member may be selected in any manner agreed upon by the six members. If said six members fail to select a seventh member within twenty (20) days from the date on which either party requested selection of a seventh member, said seventh member shall be named by the President of Detroit Typographical Union No. 18, and the Chairman of the Special Standing Committee of the A.N.P.A., or their proxies, upon the request of either of the parties hereto. The Committee shall proceed with all dispatch possible to settle the dispute. It shall require the affirmative vote of at least four of the seven members to decide the issue, and the decision in all cases shall be final and binding on the parties hereto. The decision shall be signed by all members of the Committee, but is legal and binding when signed by a majority. Provided, Local Union Laws not affecting wages, hours or working conditions and the 1947 General Laws of the International Typographical Union shall not be arbitrated.

APPRENTICES

Section 49. An apprentice within the meaning of this contract is a beginner at the printers' trade, setting type and doing such other work as is required to learn the compositors' trade, done under instruction of a journeyman.

Page Eighteen

20-7

(a) All ~~registered~~ apprentices shall be between the ages of 17 and 25 years, and shall serve an apprenticeship of six years.

(2329) 2329

(b) In newspaper offices apprentices may be employed in the ratio of one to every ten journeymen, or a major fraction thereof, but at no time shall such number of apprentices exceed ten. Such maximum shall include machinist apprentices.

(c) Apprentices ~~shall be registered on the books of the Union and~~ shall be under the direction of the foreman and supervision of the chairman.

(d) Apprentices shall be governed as to hours, regulations and laws, rates of wages paid and shop practices the same as are journeymen; provided that no apprentice be permitted to work on any shift or work overtime unless ten journeymen are employed on the shift or are working overtime.

(e) The foreman, the chairman and the local apprentice committee shall see that apprentices are duly instructed and advanced in their apprenticeship course in the office where they are employed, and in the I. T. U. Course of Lessons in Printing.

(f) Discharge of an apprentice by an employer after a continuous service of one or more years by said apprentice will not be allowed except for good and sufficient reason, such as might be applicable in the case of a journeyman.

(g) Each duly registered apprentice shall receive, during each six months' period of his term of

apprenticeship, a progressive course of instruction that shall familiarize him with the different branches of the compositors' art, as such office may embrace, and shall be distributed as follows:

First and second years at the direction of the foreman; provided, during the second year foreman shall, so far as is consistent with the requirements of the office, permit apprentices to engage in work which may facilitate their ~~pursuance of International Union Course of Lessons in Printing.~~

Third and fourth years—Floor Work, make-up, ad corrections and ad composition. During the above period work shall be so divided that each apprentice shall devote at least six consecutive months to make-up.

Fifth year—Ad Composition. Last 3 months may be spent in proof room.

Sixth year—Exclusively machine operation.

(h) The minimum scale of wages to be paid apprentices shall bear the following proportions to the full scale of the shift on which they are employed:

First year, first 6 months	40 percent
First year, last 6 months	45 percent
Second year	50 percent
Third year	55 percent
Fourth year	60 percent
Fifth year	70 percent
Sixth year, first 6 months	75 percent
Sixth year, last 6 months	80 percent

Such increases to be conditional on satisfactory progress being made.

20-8

(2330)

(h) Registered apprentices who have not completed three years of their apprenticeship and have been in the Armed Forces of the United States, or its Allies, for a period of one year or more, shall, upon return to the trade, be paid not less than the rate of pay for fourth-year apprentices.

(i) The Local Union reserves the right to refuse to register apprentices who, in the opinion of the apprentice committee, have not the proper qualifications to become compositors. No apprentice will be allowed to start work in any office without first being examined by apprentice committee and being issued an apprentice card by the Union.

(j) The local apprenticeship committee and the foreman shall have the authority during the term of an apprentice to terminate the apprenticeship of any apprentice who does not show aptitude and proper qualifications for the work, or for any other good reason.

(k) In the offices where typesetting and typecasting machines are in use, and where one or more regular journeymen machinists are employed, one machinist apprentice may be employed who shall be allowed to do any machinist work assigned to him by the machinist in charge, which work shall finally embrace everything a machinist may be called upon to do. This term of apprenticeship shall be six years, and the scale of wages provided for compositor apprentices shall apply. Application for machinist apprentices must be signed by the chairman of the apprenticeship committee and the Secretary-Treasurer of the Local Union. At the completion of six years' apprenticeship,

machinist apprentices shall be required to take a six weeks' course of instruction. No machinist apprentice will be allowed to work without a journeyman machinist. No machinist apprentice shall be allowed to operate a keyboard for the setting of type; provided, nothing shall prevent him from setting lines to repair, adjust or test machines.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 20th day of December, 1946.

For Detroit Typographical Union No. 18:

C. G. SPARKMAN, President.

WM. H. HARRIS, Secretary-Treasurer.

For Detroit Publishers:

H. C. WEIDLER
The Detroit Free Press

C. D. BREWER
The Detroit News

W. H. MILLS
The Times Publishing Company

This agreement is approved as being in compliance with the laws of the International Typographical Union and the undersigned, on behalf of the Executive Council of the International Typographical Union, hereby pledges its full authority to the fulfillment thereof.

WOODRUFF RANDOLPH
Pres., International Typographical Union.

20-9